

18-038

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**ORIGINAL**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

OCT 12 2018

Facility/Project Identification

Facility Name: Barrington Pain and Spine Institute	HEALTH FACILITIES & SERVICES REVIEW BOARD
Street Address: 600 Hart Road, Suite 300	
City and Zip Code: Barrington, IL 60010	
County: Lake	Health Service Area: 8 Health Planning Area: N/A

Applicant(s) (Provide for each applicant (refer to Part 1130.220))

Exact Legal Name: Barrington Pain and Spine Institute, L.L.C.
Street Address: 600 Hart Road, Suite 300
City and Zip Code: Barrington, IL 60010
Name of Registered Agent: John V. Prunskis, M.D.
Registered Agent Street Address: 431 Summit St
Registered Agent City and Zip Code: Elgin, IL 60120
Name of Chief Executive Officer: John V. Prunskis, M.D.
CEO Street Address: 600 Hart Road, Suite 300
CEO City and Zip Code: Barrington, IL 60010
CEO Telephone Number: 847-289-8823

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

- Corporations and limited liability companies must provide an Illinois certificate of good standing.
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact (Person to receive ALL correspondence or inquiries)

Name: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli
Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Additional Contact (Person who is also authorized to discuss the application for permit)

Name: Francine Norman
Title:
Company Name: Barrington Pain and Spine Institute
Address: 600 Hart Road, Suite 300, Barrington, IL 60010
Telephone Number: 847-852-2038
E-mail Address: frn@illinoispain.com
Fax Number:

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Barrington Pain and Spine Institute, L.L.C. (the "Applicant") proposes to add orthopedic and podiatric surgery procedures to its existing limited specialty ambulatory surgical treatment center located at 600 Hart Road, Suite 300, Barrington, Illinois 60010 (the "Surgery Center"). The Surgery Center includes two operating rooms, one procedure room, eight Level 1 recovery stations, and four Level 2 recovery stations, which are housed in approximately 10,000 GSF of clinical space. No construction or other alterations to the Surgery Center will be required to facilitate these specialties.

Procedures to be performed at the Surgery Center after permit issuance will include pain management, spine surgery, orthopedic and podiatric surgery.

This project constitutes a non-substantive project.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)	\$800,000		\$800,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$800,000		\$800,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages (Letter of Credit)	\$800,00		\$800,000
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$800,000		\$800,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>0</u>		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

<input checked="" type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): February 28, 2021	
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☐ Cancer Registry
 - ☐ APORS
 - ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
 - ☒ All reports regarding outstanding permits
- Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.**

Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. **Include observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES: From: to:					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((Identify))					
TOTALS:					

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of **Barrington Pain and Spine Institute, L.L.C.** * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

John V. Prunskis, M.D.

PRINTED NAME

Manager

PRINTED TITLE


SIGNATURE

Terri Dallas-Prunskis

PRINTED NAME

Member

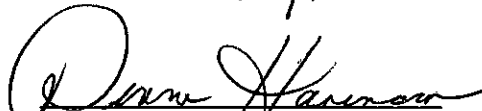
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 8 day of August


Signature of Notary

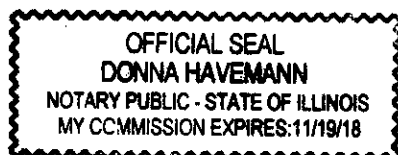
Seal

Notarization:
Subscribed and sworn to before me
this 8 day of August


Signature of Notary

Seal

*Insert the EXACT legal name of the applicant



SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility maintained by a State agency.

NOTE: If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.290 – Discontinuation (State-Owned Facilities and All Relocations)

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.

APPEND DOCUMENTATION AS ATTACHMENT 10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.110(b) & (d)**PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

G. Non-Hospital Based Ambulatory Surgery

Applicants proposing to establish, expand and/or modernize the Non-Hospital Based Ambulatory Surgery category of service must submit the following information.

ASTC Service
<input type="checkbox"/> Cardiovascular
<input type="checkbox"/> Colon and Rectal Surgery
<input type="checkbox"/> Dermatology
<input type="checkbox"/> General Dentistry
<input type="checkbox"/> General Surgery
<input type="checkbox"/> Gastroenterology
<input checked="" type="checkbox"/> Neurological Surgery
<input type="checkbox"/> Nuclear Medicine
<input type="checkbox"/> Obstetrics/Gynecology
<input type="checkbox"/> Ophthalmology
<input type="checkbox"/> Oral/Maxillofacial Surgery
<input checked="" type="checkbox"/> Orthopedic Surgery
<input type="checkbox"/> Otolaryngology
<input checked="" type="checkbox"/> Pain Management
<input type="checkbox"/> Physical Medicine and Rehabilitation
<input type="checkbox"/> Plastic Surgery
<input checked="" type="checkbox"/> Podiatric Surgery
<input type="checkbox"/> Radiology
<input type="checkbox"/> Thoracic Surgery
<input type="checkbox"/> Urology
<input type="checkbox"/> Other

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.235(c)(2)(B) – Service to GSA Residents	X	X
1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	

1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	
1110.235(c)(8) – Staffing	X	X
1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X
APPEND DOCUMENTATION AS ATTACHMENT 25, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VI. 1120.120 - AVAILABILITY OF FUNDS

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [Indicate the dollar amount to be provided from the following sources]:

<p>_____</p> <p>_____</p> <p>_____</p> <p><u>\$800,00</u></p> <p>Letter of Credit</p>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion; <p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p> <p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p> <p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all
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	<p>terms and conditions.</p> <p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;</p> <p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p> <p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
\$800,000	TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VII. 1120.130 - FINANCIAL VIABILITY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for **ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES** [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)			
Inpatient			

	Outpatient			
	Total			

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

Charity Care Information **MUST** be furnished for **ALL** projects [1120.20(c)].

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

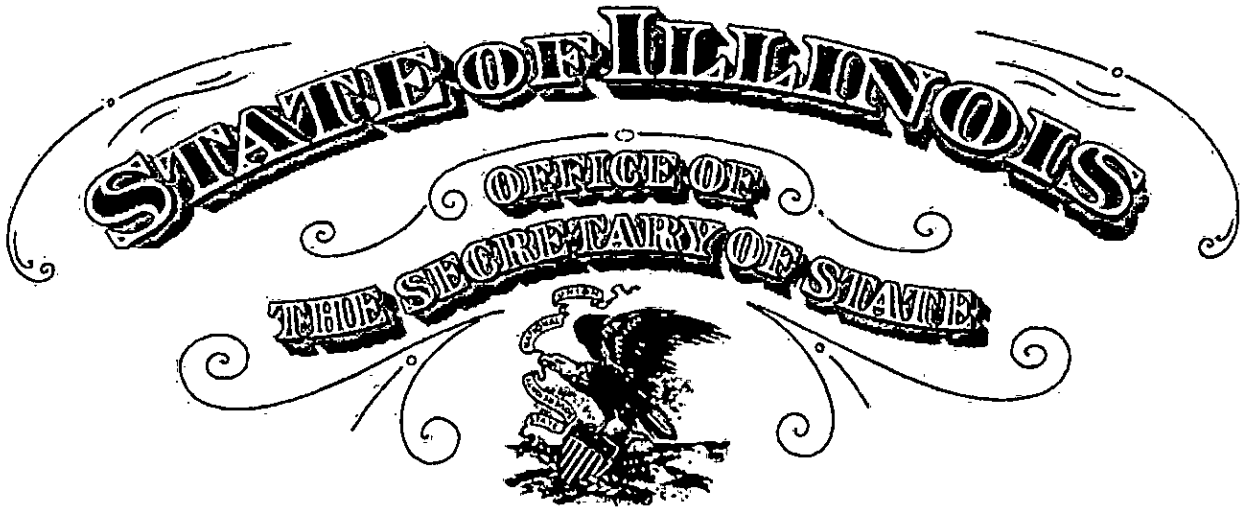
A table in the following format must be provided for all facilities as part of Attachment 39.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT 39 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

The Illinois Certificate of Good Standing for Barrington Pain and Spine Institute, L.L.C. is attached at Attachment – 1.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BARRINGTON PAIN AND SPINE INSTITUTE, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 16, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of JULY A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Section I, Identification, General Information, and Certification
Site Ownership

A copy of the lease between Barrington Pain and Spine Institute, L.L.C. (f/k/a The Hart Road Center for Pain Management, L.L.C.) and Hart Road, LLC is attached at Attachment – 2.

**HAMILTON
PARTNERS**

Real Estate Investment

OFFICE LEASE AGREEMENT

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STANDARD OFFICE LEASE
IL 2/99

Prepared on: October 28, 2010
By: Brian Lunt / Hamilton Partners, Inc.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into between HART ROAD, LLC ("Landlord") and The Hart Road Center for Pain Management LLC ("Tenant").

Article 1. Basic Terms

- 1.1 Date of Lease:
- 1.2 Landlord's Address for Notices: 300 Park Boulevard -- Itasca, IL 60143
Attention: Sr. Asset Manager
- Landlord's Address For Rent Payments: 300 Park Boulevard -- Itasca, IL 60143
- 1.3 Tenant's Address for Notices: 600 Hart Road -- Suite 300
Barrington, IL 60010
- 1.4 Development: The complex commonly known as Barrington Corporate Center.
- 1.5 Property: The real property described in Exhibit A
- 1.6 Building: The improvements situated on the Property and commonly known as 600 Hart Road
- 1.7 Premises: Those certain premises in the Building as shown on Exhibit B and known as Suite 300.
- 1.8 Schedule of Base Rent:
- | Period | Base Rent / S.F. |
|---------------|------------------|
| Mos. 01 -- 03 | \$00.00 |
| Mos. 04 -- 12 | \$13.00 |

Mos. 13 - 24	\$13.39
Mos. 25 - 36	\$13.79
Mos. 27 - 48	\$14.21
Mos. 49 - 60	\$14.63
Mos. 61 - 72	\$15.07
Mos. 73 - 84	\$15.52
Mos. 85 - 96	\$15.99
Mos. 97 - 108	\$16.47
Mos. 108 - 120	\$16.96

If the Commencement Date is not the first day of a calendar month, the date of each Base Rent increase will be extended until the first day of the month following the applicable anniversary of the Commencement Date. Tenant shall not be responsible for the payment of Base Rent or Additional Rent during Months 01 - 03 of the original Lease Term.

- 1.9 Rentable Area of the Building: 195,771 Square Feet
- 1.10 Rentable Area of the Premises: 11,466 Square Feet -- As measured per BOMA for the useable square footage multiplied by a 15% common area factor
- 1.11 Tenant's Proportionate Share: 5.857 % (The percentage calculated by dividing the Rentable Area of the Premises by the Rentable Area of the Building)..
- 1.12 Projected Commencement Date: Landlord shall deliver the Premises upon the earlier of either Tenant opening for business or one hundred eighty (180) days after issuance of a Certificate of Need. Tenant's receipt of a Certificate of Need
- 1.13 Term: The period of time commencing on the Commencement Date (as defined in Exhibit C) and expiring one hundred twenty (120) months after the Commencement Date (except that if the expiration date would not be the last day of a calendar month the Term shall extend

until the last day of the calendar month), unless sooner terminated or extended as may be herein provided.

1.14 Security Deposit and/or Letter of Credit: \$34,000.00

1.15 Permitted Uses: Medical Office, Medical Diagnostic & Treatment Services to include overnight patient stays

1.16 Broker(s): Michael Adams of Colliers International on behalf of Tenant and Brian Lunt of Hamilton Partners on behalf of Landlord

Attachments to Lease

Exhibit A: Legal Description

Exhibit B: Plan of Premises

Exhibit C: Work Letter

Exhibit D: Rules and Regulations

Article 2. Premises and Term

2.1 In consideration of the obligation of Tenant to pay rent and the other terms, provisions, and covenants hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises for the Term.

2.2 Tenant agrees to accept possession of the Premises on the Commencement Date as defined in the Work Letter. Landlord hereby waives payment of Base Rent and Tenant's Proportionate Share of Taxes and Operating Expenses covering any period prior to the Commencement Date. If the Commencement Date is before the Projected Commencement Date, the Term shall be extended by the number of days between the Commencement Date and the Projected Commencement Date and Tenant shall pay Base Rent for the period prior to the Projected Commencement Date based upon the per square foot per year rental rate for the initial period of the Term subject to the rent abatement as set forth in Section 1.8.

2.3 Tenant acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, unless such are expressly set forth in this Lease. Except as provided in the Work Letter, the taking of possession by Tenant shall be deemed conclusively to establish that the Premises have been completed in accordance with the plans and specifications and are in good and satisfactory condition as of when possession was so taken. Promptly following the Commencement Date, Tenant shall execute and deliver Landlord's standard form of letter of acceptance of delivery of the Premises.

Article 3. Base Rent and Security Deposit

3.1 Tenant agrees to pay to Landlord in lawful money of the United States Base Rent for the entire Term at the rates set forth above per month, in advance, except that the monthly installment which otherwise shall be due on the Commencement Date, shall be due and payable upon issuance of the Certificate of Need. Thereafter one such monthly installment shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date; further provided, that the rental payment for any fractional calendar month at the commencement or termination of the Term shall be prorated.

3.2 In addition, Tenant agrees to deposit with Landlord within ten (10) days after Tenant receives its Certificate of Need, hereof the Security Deposit set forth above, which sum shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. In lieu of such deposit, Tenant shall have the option of providing an Irrevocable Letter of Credit in such amount from a bank acceptable to Landlord in a format as provided for in Exhibit E to this Lease. The letter of credit initially delivered pursuant to this paragraph and all substitutions, replacements and renewals of it, must be consistent with and shall satisfy all the requirements in the letter of credit criteria made Exhibit E. If a letter of credit has been delivered to and accepted by Landlord at or before the full execution of this Lease, it shall be deemed to satisfy the criteria appearing in Exhibit E. The term "Irrevocable Letter of Credit" shall mean and refer to a letter of credit conforming to this subparagraph. If an Irrevocable Letter of Credit has not been delivered to and accepted by Landlord on or before the full execution of this Lease, Tenant shall deliver an Irrevocable Letter of Credit to Landlord within five (5) days from the full execution of this Lease. Pending delivery of the Irrevocable Letter of Credit, Landlord may defer contracting for Tenant Improvements. Timely delivery of the Irrevocable Letter of Credit shall, at Landlord's election, be treated as a condition subsequent to the effectiveness of this Lease such that this Lease shall be voidable by Landlord by notice to Tenant if timely delivery of the Irrevocable Letter of Credit does not occur or be treated by Landlord as an Event of Default. If Landlord elects to treat the failure to deliver the Irrevocable Letter of Credit in a timely manner as an Event of Default, Landlord may pursue all available rights and remedies, including the right to specific performance and the right to attach assets of Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or by law, use such fund to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of such deposit shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or by law, use such fund to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of such deposit shall be returned to Tenant at within thirty (30) days after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Subject to the other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said deposit may be turned over

to Landlord's grantee, and if so, Tenant hereby releases Landlord from any and all liability with respect to said deposit and its application or return.

Article 4. Taxes

4.1 Landlord agrees to pay all general and special taxes, assessments and governmental charges of any kind and nature whatsoever (collectively "Taxes") lawfully levied against the Property, the Building, and the grounds, parking areas, driveways and alleys around the Building. For each real estate tax year applicable to the Term or any extension thereof, Tenant shall pay to Landlord as additional rent upon demand at the time the bill for such tax year issues Tenant's Proportionate Share of the Taxes levied for such tax year (on an accrual basis) less any monthly payments paid by Tenant as provided below for such tax year. In addition, Tenant shall pay upon demand Tenant's Proportionate Share of any contingent fees, expenses and costs incurred by Landlord in protesting any assessments, levies or the tax rate. Any payment to be made pursuant to this Article 4 with respect to the real estate tax year in which this Lease commences or terminates shall be prorated.

4.2 During December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of the amount payable under Paragraph 4.1 for the ensuing calendar year. On or before the first day of each month thereafter, Tenant shall pay to Landlord as additional rent one-twelfth (1/12th) of such estimated amount, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given. If at any time it appears to Landlord that the amount payable under Paragraph 4.1 will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

4.3 As soon as practicable after the Taxes for a year are determined, Landlord shall deliver to Tenant a statement showing the Taxes under Paragraph 4.1 and Tenant's share thereof. If such statement shows an amount due from Tenant that is less than the estimated payments previously paid by Tenant, it shall be accompanied by a refund of the excess to Tenant. If such statement shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days after delivery of the statement.

4.4 If at any time during the Term, the present method of taxation shall be changed so that in lieu of or in addition to the whole or any part of any Taxes, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

Article 5. Operating Costs

5.1 For each calendar year falling partly or wholly within the Term or any extension thereof, Tenant shall pay to Landlord as additional rent Tenant's Proportionate Share of the

Operating Costs incurred by Landlord for such calendar year less any monthly payments paid by Tenant as provided below for such year. Any payment to be made pursuant to this Article 5 with respect to the year in which this lease commences or terminates shall be prorated.

5.2 As used in this Lease, the term "Operating Costs" shall mean any and all expenses, costs and disbursements (other than Taxes) of any kind and nature whatsoever incurred by Landlord in connection with the ownership, leasing, management, maintenance, operation and repair of the Building or the Property or any improvements situated on the Property (including, without limitation, the cost of maintaining and repairing parking lots, parking structures, and easements, salaries, fringe benefits and related costs, for building staff, insurance costs of every kind and nature, heating and air conditioning costs, common area utility costs such as electricity, sewer and water charges, the cost of cleaning and removing snow from common areas, the cost of routine repairs, maintenance and decorating of common areas and the Building's or Property's share of costs of the Development), except the following: (1) costs of alterations of tenants' premises; (2) depreciation; (3) interest and principal payments on mortgages, and other debt costs; (4) real estate brokers' leasing commissions or compensation; (5) any cost or expenditure (or portion thereof) for which Landlord is reimbursed, whether by insurance proceeds or otherwise, and (6) cost of any service furnished to any other occupant of the Building which Landlord does not provide to Tenant. Operating Costs shall also include a property management fee and/or an administrative fee in the aggregate of five percent (5%) of gross receipts from the Property. Notwithstanding anything contained herein to the contrary, (i) all expenditures for replacements or improvements of \$10,000 or less shall be included in Operating Costs and (ii) the amount allowed annually as depreciation for federal income tax purposes with respect to any capital improvements made after the date of this Lease which are intended to reduce Operating Costs or which are required under any governmental laws, regulations, or ordinances which were not applicable to the Building at the time it was constructed, shall be included in Operating Costs. In addition, interest on the undepreciated cost of any such improvement (at the long term mortgage loan rate set forth in the mortgage encumbering the Building on the date the cost of such improvement was incurred or, if there was no such loan, then at the long term mortgage loan rate that would have been available to Landlord on the date the cost of such improvement was incurred as reasonably determined by Landlord) shall also be included in Operating Costs. In the event Landlord elects to self-insure, insure with a deductible in excess of \$1,000 or obtain insurance coverage in which the premium fluctuates in proportion to losses incurred, then Landlord shall estimate the amount of premium that Landlord would have been required to pay to obtain insurance coverage (or insurance coverage without such provision) with a recognized carrier and such estimated amount shall be deemed to be an Operating Cost. If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Costs) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed for the purposes of this paragraph to be increased by an amount equal to the additional Operating Costs which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies which insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost. If Landlord selects the accrual accounting method rather than the cash accounting method for Operating Costs purposes, Operating Costs shall be deemed to have been paid when such expenses have accrued.

5.3 In the event during all or any portion of any calendar year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment in occupancy related Operating Costs for such year, employing sound accounting and management principles, to determine Operating Costs that would have been paid or incurred by Landlord had the Building been fully rented and occupied and the amount so determined shall be deemed to have been Operating Costs for such year. At any time when a service is furnished to, or an item of Operating Costs is incurred with respect to only a part of the Building, the cost of such service or the amount of such item of Operating Costs may, if in Landlord's judgment it is appropriate to do so, be allocated entirely to such part of the Building and Tenant's Proportionate Share of such Operating Costs shall be adjusted accordingly.

5.4 Landlord and Tenant acknowledge that certain of the costs of management, operation and maintenance of the Development are contractually allocated among all of the buildings in the Development using methods of allocation that are considered reasonable and appropriate for the circumstances. Tenant hereby consents to such contractual allocations and agrees that the Building's portion shall be included in Operating Costs.

5.5 During December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of the amount payable under Paragraph 5.1 for the ensuing calendar year. On or before the first day of each month thereafter, Tenant shall pay to Landlord as additional rent one-twelfth (1/12th) of such estimated amount, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given. If at any time it appears to Landlord that the amount payable under Paragraph 5.1 for the then current calendar year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

5.6 Within ninety (90) days after the close of each calendar year or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement showing the Operating Costs under Paragraph 5.1 and Tenant's share thereof. If such statement shows an amount due from Tenant that is less than the estimated payments previously paid by Tenant, it shall be accompanied by a refund of the excess to Tenant. If such statement shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days after delivery of the statement.

5.7 Tenant shall have the right to review Landlord's books and records of Operating Costs during normal business hours within ninety (90) days following the furnishing of the annual statement to Tenant, subject to execution of a confidentiality agreement reasonably acceptable to Landlord, and provided that if Tenant utilizes an independent accountant or other third party to perform such review it shall be one which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is also subject to such confidentiality agreement. Unless Tenant takes written exception to any item within ninety (90) days following the furnishing of the annual statement of Tenant, such statement shall be considered as final and accepted by Tenant. The taking of exception to any item shall not excuse Tenant from the obligation to make timely payment based upon the statement as delivered by Landlord.

5.8 Tenant may provide its own janitorial services, subject to the reasonable supervision of Landlord and by a janitorial contractor or employees at all times reasonably satisfactory to Landlord. Any such services provided by Tenant shall be Tenant's sole risk and responsibility and all costs and expenses shall be borne by Tenant; however, Operating Costs shall be adjusted to exclude Landlord's janitorial costs for tenant space generally (but to include Landlord's janitorial costs for any common areas). In the event that Tenant requires janitorial services in addition to those normally provided, Tenant shall so notify Landlord and Tenant may, at Tenant's cost, provide such services, subject to the reasonable supervision and approval of Landlord. In the event that Tenant desires Landlord to provide such additional services and Landlord agrees, Tenant shall pay to Landlord Landlord's actual costs plus 10% for Landlord's overhead; provided, however, that during any period in which the leased premises include all the RSF of the Building, Landlord shall not charge Tenant such overhead fee.

Article 6. Electric Service

6.1 Landlord shall furnish all electric light bulbs, tubes and ballasts for Building standard fixtures and include the cost thereof in Operating Costs. Tenant will not without the written consent of Landlord (which shall not be unreasonably withheld, conditioned or delayed) use any apparatus or device in the Premises which will in any way increase its usage beyond the amount of electricity which Landlord determines to be reasonable for use of the Premises as general office space, nor connect with electric current (except through existing electrical outlets in the Premises) any apparatus or device for the purpose of using electric current. If Tenant shall require electric current in excess of that which is reasonably obtainable from existing electric outlets and normal for use of the Premises as general office space, then Tenant shall first procure the consent of Landlord (which consent will not be unreasonably withheld). Tenant shall pay all costs of installation of all facilities necessary to furnishing such excess capacity and for such increased electricity usage.

6.2 Interruptions of any service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease, except as provided in Paragraph 8.3 unless due to Landlord's negligence.

Article 7. Alterations

7.1 Landlord agrees to install at Landlord's cost and expense the improvements described in Exhibit C. All other improvements to the Premises ("Alterations") shall be installed at the cost and expense of Tenant, but only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and only by Landlord or by contractors and subcontractors on Landlord's list of approved contractors. Landlord does approve of Leopardo Construction as a general contractor on this transaction. In connection with any request for an approval of Alterations, Landlord may retain the services of an architect and/or engineer and Tenant shall reimburse Landlord for the reasonable fees of such architect and/or engineer. All Alterations shall be constructed in accordance with all governmental laws, ordinances, rules and regulations ("Laws") and Tenant shall, prior to construction, provide such assurances to Landlord, including but not limited to, waivers of lien, surety company

performance bonds and personal guaranties of individuals of substance, as Landlord shall require to assure payment of the costs thereof and to protect Landlord against any loss from any mechanics', laborers', materialmen's or other liens. At the time of completion of each Alteration, Tenant shall deliver to Landlord a set of final "as built" plans. All Alterations shall be and remain the property of Tenant during the Term and Tenant shall, unless Landlord otherwise elects, remove all Alterations and restore the Premises to its original condition by the date of termination of this Lease or upon earlier vacating of the Premises; provided, however, that, if at such time Landlord so elects, such Alterations shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and title shall pass to Landlord under this Lease as by a bill of sale. All such removals and restoration shall be accomplished in a good workmanlike manner by contractors approved in writing by Landlord (which approval shall not be unreasonably withheld) so as not to damage the Building. Notwithstanding anything stated above, Tenant shall be required to remove all Medical Trade Fixtures unless agreed upon by Landlord and Tenant.

7.2 Landlord shall be responsible for any costs incurred in bringing the shell and core Building facilities into compliance with governmental requirements, including the Americans With Disabilities Act ("ADA"). If Tenant makes any Alterations to the Premises which affect governmental compliance, including ADA compliance, Tenant shall be responsible for any costs of compliance with such governmental requirements resulting from such Alterations.

Article 8. Services

8.1 Landlord agrees to furnish Tenant, while occupying the Premises: water, hot, cold and refrigerated at those points of supply provided for general use of tenants; heated and refrigerated air conditioning in season at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures as are in accordance with any applicable statutes, rules or regulations and are considered by Landlord to be standard; janitor service to the Premises on weekdays other than holidays and such window washing as may from time to time in the Landlord's judgment be reasonably required; operatorless passenger elevators, provided Landlord may reasonably limit the number of elevators to be in operation on Saturdays, Sundays, and holidays; but any stoppage or interruption of these defined services, resulting from any cause, shall not render Landlord liable in any respect for damages to any person, property, or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery furnished by Landlord cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom except as indicated in Article 8.3. Landlord hereby reserves the right to charge commercially reasonable fees to Tenant for any additional services requested by Tenant on such basis as Landlord, in its reasonable discretion, determines. Whenever heat generating machines or equipment are used by Tenant in the Premises which affect the temperature otherwise maintained by the air conditioning equipment, Landlord reserves the right to install supplementary air conditioning units in the Premises (or for the use of the Premises) and the expense of such purchase, installation, maintenance, and repair shall be paid by Tenant upon demand as additional rent.

8.2 Tenant shall not provide any janitorial services without Landlord's written consent and then only subject to supervision of Landlord. Landlord agrees that Tenant may supply janitorial services for the Surgical Center. Any such services provided by Tenant shall be Tenant's sole risk and responsibility.

8.3 If there is an interruption of services which renders the Premises unusable for its intended purpose for more than three (3) consecutive business days and such interruption is a result of factors within the reasonable control of Landlord, then rent shall abate from the first day until such services are restored.

Article 9. Use of Premises

9.1 The Premises shall be used for the Permitted Uses and no others. Tenant will not occupy or use, nor permit any portion of Premises to be occupied or used, for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will render void or in any way increase the rate of fire insurance on the Building or its contents, and Tenant shall immediately cease and desist from such use, paying all costs and expenses resulting therefrom. Tenant will conduct his business and control his agents, employees and invitees in such a manner as not to create any nuisance, nor unreasonably interfere with, annoy, or disturb other tenants or Landlord in the management of the Building.

9.2 Tenant shall at its own cost and expense promptly obtain any and all licenses and permits necessary for any Permitted Use. Tenant shall comply with all Laws applicable to the use and its occupancy of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. If, as a result of any change in Laws the Premises must be altered to lawfully accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord (such consent shall not be unreasonably withheld, conditioned or delayed), but the entire cost shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply with such Laws.

9.3 Tenant will maintain the Premises (including all fixtures installed by Tenant, water heaters within the Premises and plate glass) in good repair, reasonable wear and tear excepted, and in a clean and healthful condition, and comply with all Laws with reference to condition, or occupancy of the Premises. Any repairs or replacements shall be with materials and workmanship of the same character, kind and quality as the original. Tenant will not, without the prior written consent of Landlord (such consent shall not be unreasonably withheld, conditioned or delayed), paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the Premises. At termination of this Lease, upon its expiration or otherwise, Tenant shall deliver up the Premises in good repair and condition, reasonable wear and tear excepted, broom clean and free of all debris. All other improvements to the Premises ("Minor Alterations") shall be installed by Tenant or Tenant's contractors at the cost and expense of Tenant, but in the case of improvements costing more than \$10,000 in the aggregate or affecting the mechanical and electrical systems, floors, roof or other structural components of the Building ("Major Alterations"), only in accordance with plans and

specifications which have been previously submitted to and approved in writing by Landlord.

9.4 Tenant shall pay upon demand as additional rent the full cost of repairing any damage to the Premises, Building or related facilities resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, servants, employees, patrons, customers, or any other person entering upon the Development as a result of Tenant's business activities or resulting from Tenant's default hereunder.

9.5 The current rules and regulations are described in Exhibit D. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, and cleanliness of the Building or the Development, but that do not materially interfere with the use of the Premises for Tenant's business and copies thereof will be forwarded to Tenant. Tenant will comply fully with such rules and regulations. Tenant shall further be responsible for the compliance with such rules and regulations by Tenant's employees, servants, agents and visitors.

9.6 Tenant agrees that Tenant, its agents and contractors, licensees, or invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, asbestos, PCB's, petroleum products or derivatives or other similar substances (collectively "Hazardous Materials") on, under, or about the Premises; provided that Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials, which products are of a type customarily found in offices and households (such as toner for copies, and the like); provided further that Tenant shall handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Premises, the Building or the environment. Tenant further agrees that Tenant will not permit any substance to come into contact with groundwater under the Premises. Any such substance coming into contact with groundwater shall, regardless of its inherent hazardous characteristics, be considered a Hazardous Material for purposes of this Lease.

9.7 Without limiting the above, Tenant shall reimburse, defend, indemnify and hold Landlord harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, loss of rental income, loss due to business interruption, and attorneys fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Hazardous Materials by Tenant, its agents or contractors on, under or about the Premises including, without limitation, the costs of any required or necessary investigation, repair, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, whether voluntary or compelled by governmental authority. The indemnity obligations of Tenant under this clause shall survive any termination of the Lease. Any of Tenant's insurance insuring against claims of the type dealt with in this Paragraph shall be considered primary coverage for claims against the Premises arising out of or under this Paragraph.

Article 10. Inspections

Landlord shall have the right to enter the Premises at any reasonable time following reasonable notice (except in the case of emergencies or to provide routine cleaning or

maintenance), for the following purposes: (a) to ascertain the condition of the Premises; (b) to determine whether Tenant is diligently fulfilling Tenant's responsibilities under this Lease; (c) to clean and to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; or (d) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building. During the last six (6) months of the Term and at any time Tenant is in default hereunder, Landlord shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating and shall arrange to meet with Landlord for a joint inspection of the Premises. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant vacates the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

Article 11. Assignment and Subletting

11.1 Tenant shall have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, and such restrictions shall be binding upon any assignee or subtenant to which Landlord has consented. In the event Tenant desires to sublet the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord within a reasonable time prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Should Landlord not respond in kind within fifteen (15) days of Tenant's notice of its decision, it shall be deemed as Landlord's Approval. In no event may Tenant sublet, nor will Landlord consent to any sublease of, all or any portion of the Premises if the rent is determined in whole or in part based upon the income or profits derived by the sublessee (other than a rent based on a fixed percentage or percentages of receipts or sales). Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" (as hereinafter defined), if the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Tenant shall pay to Landlord, on demand, a reasonable service charge for the processing of the application for the consent and for the preparation of the consent. Such service charge shall be collectible by Landlord only where consent is granted by Landlord. Any profits generated by such sublease or assignment shall be split equally between Landlord and Tenant on a 50/50 basis.

11.2 Notwithstanding any contrary provision in the previous subparagraphs of this paragraph, Landlord's consent shall not be required for an assignment or subletting of the

Premises to (i) an affiliate or wholly-owned subsidiary of the Tenant (an "Affiliate") or a reorganized entity under which no change of ownership has occurred, ii) an entity resulting from a merger or consolidation by or into Tenant, or (iii) an entity which acquires all or substantially all of Tenant's stock or assets (each of the foregoing is hereinafter referred to as a "Permitted Transferee" and any such assignment or subletting is hereinafter referred to as a "Permitted Transfer"), provided that (a) the proposed assignee or subtenant has delivered to Landlord satisfactory evidence of financial worth (less goodwill) equal to or greater than that of Tenant as of the execution date of this Lease; (b) no Event of Default then exists; (c) the use of the Premises by the proposed assignee or subtenant constitutes a Permitted Use; (d) Tenant shall notify Landlord of a proposed transfer as soon as reasonably possible (and in no event later than the effective date thereof), and such notice shall include information establishing the relationship between Tenant and the transferee; (e) any assignee of the Lease shall expressly assume all of Tenant's obligations and liabilities hereunder to thereafter be performed without releasing Tenant; (f) any sublease shall by its terms be expressly subordinate to all of the terms, covenants and conditions of this Lease; and (g) Tenant shall deliver to Landlord on or prior to the effective date an original executed copy of all documentation effecting such transfer.

11.3 In the event that Tenant sublets, assigns or otherwise transfers its interest in this Lease and at any time receives Excess Rent, Tenant shall pay to Landlord fifty percent (50%) of the Excess Rent as received by Tenant. Tenant shall furnish Landlord with a sworn statement, certified by an officer of Tenant or an independent certified public accountant, setting forth in detail the computation of Excess Rent, and Landlord, or its representatives, shall have access to the books, records and papers of Tenant in relation thereto, and the right to make copies thereof. If a part of the consideration for such sublease or assignment shall be payable other than in cash, the payment to Landlord shall be payable in such form as is reasonably satisfactory to Landlord. For purposes of this Paragraph, the term "Excess Rent" shall mean the excess, if any, of (i) all amounts received or to be received in the form of cash, cash equivalents, and non-cash consideration by Tenant from any assignee or sublessee over (ii) the sum of the rent payable to Landlord hereunder (or, in the case of a sublease of a portion of the Premises, the portion of the Rent which is allocable on a per square foot basis to the space sublet), plus the amount of any reasonable brokers' commissions and costs of tenant improvements incurred by Tenant in connection with such assignment or sublease, all of which shall be, in the case of a sublease, amortized over the term of the sublease for the purpose of calculating the amounts of the periodic payments due to Landlord hereunder.

Article 12. Fire and Casualty Damage

12.1 If the Building or Premises are rendered partially or wholly untenantable by fire or other casualty, Landlord shall deliver to Tenant a notice within sixty (60) days of such fire or other casualty setting forth the time, as reasonably determined by Landlord, required to materially restore the Building or Premises. If such damage cannot, in Landlord's reasonable estimation, be materially restored within one hundred eighty (180) days of such damage, then either party may terminate this Lease. A party shall exercise its option by written notice within ten (10) days of the date of Landlord's determination notice. For purposes hereof, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not

prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used. If this Lease shall be terminated pursuant to this Article 12, the Term shall end on the date of the notice of termination as if that date had been originally fixed in this Lease for the expiration of the Term and, if the Premises is untenable in whole or in part following the casualty, the rent payable during the period in which the Premises is untenable shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances.

12.2 If this Lease is not terminated pursuant to Paragraph 12.1, then Landlord shall proceed with all due diligence to repair and restore the Building or Premises, as the case may be (except that Landlord may elect not to rebuild if such damage occurs during the last year of the Term exclusive of any option which is unexercised at the date of such damage). If this Lease shall not be terminated pursuant to this Article 12 and if the Premises is untenable in whole or in part following the casualty, the rent payable during the period in which the Premises is untenable shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances.

12.3 In the event that Landlord should fail to complete such repairs and material restoration within one hundred eighty (180) days after the date of such damage, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided however, that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed. Notwithstanding the above, if Landlord delivers to Tenant a notice setting forth a new projected date for completion of the material restoration of the Premises (such notice shall be accompanied by an explanation for the revised date), then Tenant shall have fifteen (15) days thereafter to exercise its right to terminate; if Tenant does not exercise its right to terminate within such fifteen (15) day period it shall be deemed to have agreed to allow Landlord until the date set forth in Landlord's notice to materially restore the Premises and may not thereafter exercise this right to terminate unless and until Landlord has failed to materially restore by such later date.

12.4 In no event shall Landlord be required to rebuild, repair or replace any Alterations which may have been placed in or about the Premises by Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises, Building or Property requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term.

12.6 Each of Landlord and Tenant hereby releases the other from any and all liability or

responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire, extended coverage perils, vandalism or malicious mischief, sprinkler leakage or any other perils insured in policies of insurance covering such property (or which would have been insured if coverage required herein had been carried), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any other tenants or occupants of the remainder of the Building; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Landlord and Tenant agrees that it will require its insurance carriers to include in its policies such a clause or endorsement.

12.7 In the event of any damage or destruction to the Building or Premises, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant from such portion or all of the Building or Premises as Landlord shall request.

Article 13. Liability

Landlord shall not be liable for and Tenant will indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including reasonable attorney's fees, arising out of any claim of injury or damage on or about the Premises caused by the negligence or misconduct or breach of this Lease by Tenant, its employees, subtenants, invitees or by any other person entering the Premises, Building or Development under express or implied invitation of Tenant or arising out of Tenant's use of the Premises. Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or any person entering upon the Development in whole or in part because of Tenant's use of the Premises for any damage to persons or property due to condition, design, or defect in the Building or its mechanical systems which may exist or occur, and Tenant assumes all risks of damage to such persons or property. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's willful acts or gross negligence. Tenant shall procure and maintain throughout the term of this Lease a policy of insurance, in form and substance satisfactory to Landlord, at Tenant's sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with: (a) the Premises; (b) the condition of the Premises; (c) Tenant's operations in and maintenance and use of the Premises; and (d) Tenant's liability assumed under this Lease; the limits of such policy to be in the amount of not less than \$1,000,000 per occurrence in respect of injury to persons (including death) and in the amount of not less than \$500,000 per occurrence in respect of property damage or destruction, including loss of use thereof. Such policy shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. A certified copy of such policy, together with receipt evidencing payment of the premium, shall be delivered

to Landlord prior to the Commencement Date. Not less than thirty (30) days prior to the expiration date of such policy, a certified copy of a renewal thereof (bearing notations evidencing the payment of the renewal premium) shall be delivered to Landlord. Such policy shall further provide that not less than thirty (30) days' written notice shall be given to Landlord before such policy may be cancelled or changed to reduce the insurance coverage provided thereby.

Tenant shall not be liable for and Landlord will indemnify and hold Tenant harmless from any loss, liability, costs and expenses, including reasonable attorney's fees, arising out of any claim of injury or damage on or about the Building or the leased Premises caused by the negligence or misconduct or breach of this Lease by Landlord, its employees, tenants, invitees or by any other person entering the leased Premises or the Building or Development under express or implied invitation of Landlord (excluding, however, Tenant or the people for whom Tenant is responsible as provided within this Paragraph). Absent Tenant's negligence or willful misconduct, Tenant shall not be liable to Landlord or Landlord's agents, employees or invitees for any damage to persons or property due to condition, design or device in the leased Premises or its mechanical systems, Tenant's Work or other alteration, improvement, repair or maintenance which may exist or occur nor shall Tenant be responsible or liable for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or any injury or damage which may arise through repair or alteration from any cause whatsoever.

Article 14. Condemnation

14.1 If any substantial part of the Building or Premises should be taken for any public or quasi-public use under Laws thereof (a "Taking") and the Taking would prevent or materially interfere with the use of the Building or Premises for the purpose for which it is then being used, this Lease shall terminate effective when the Taking shall occur in the same manner as if the date of such Taking were the date originally fixed in this Lease for the expiration of the Term.

14.2 If part of the Building or Premises shall be taken in a Taking, and this Lease is not terminated as provided in Paragraph 14.1, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Building and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such Taking as is reasonably feasible under all the circumstances.

14.3 In the event of any such Taking, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord.

Article 15. Holding Over

Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice

upon Tenant that such holding over constitutes any one of (a) creation of a tenancy at sufferance, (b) creation of a month to month tenancy, or (c) if such hold over continues for sixty (60) days, renewal of this Lease for one year, and from year to year thereafter, in any case upon the terms and conditions set forth in this Lease; provided, however, that the rental shall, in addition to all other sums which are to be paid by Tenant hereunder, be equal to 125% the rental being paid under this Lease immediately prior to such termination for the first two (2) months and then 150% for each month thereafter. If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. The provisions of this Article shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

Article 16. Quiet Enjoyment

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

Article 17. Events of Default.

Each of the following events shall be deemed to be an "event of default" by Tenant under this Lease:

17.1 Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days from the date such payment was due;

Notwithstanding the foregoing, and provided this Lease is in full force and effect and Tenant is not then in default hereunder, Tenant shall have two (2) ten (10) day periods of grace following written notice by Landlord, before being in rental default for failure to pay rent and before being assessed a late charge but Landlord shall not be required to give notice to Tenant more than twice in any successive twelve (12) month period;

17.2 Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within twenty (20) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant;

17.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise;

17.4 The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten (10) days after written notice thereof to Tenant;

17.5 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof;

17.6 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

Article 18. Remedies

Upon the occurrence of an event of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

18.1 Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease;

18.2 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law;

18.3 Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (1) an amount equal to the then present value of the rent, including any amounts treated as additional rent hereunder, and other sums provided herein to be paid by Tenant for the residue

of the Term, less the then present value of the fair rental value of the Premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself), and (2) the cost of performing any other covenants which would have otherwise been performed by Tenant;

18.4

18.4.1. Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in Paragraph 18.2, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, hereunder for the full term. In any such case Tenant shall pay forthwith to Landlord, if Landlord so elects, a sum equal to the entire amount of the rent, including any amounts treated as additional rent hereunder, for the residue of the Term plus any other sums provided herein to be paid by Tenant for the remainder of the Term, to be used by Landlord as a deposit against Tenant's obligations under Subparagraph 18.4.2;

18.4.2. Landlord shall use reasonable efforts to relet the Premises or any part thereof for such rent and upon such terms as Landlord, in its reasonable discretion, shall determine. Landlord and Tenant agree that Landlord may relet the Premises for a greater or lesser term than that remaining under this Lease, relet the Premises as a part of a larger area, or change the character or use made of the Premises. Landlord and Tenant further agree that Landlord shall only be required to use the same efforts Landlord then uses to lease other properties Landlord owns or manages (or if the Premises is then managed for Landlord, then Landlord will instruct such manager to use the same efforts such manager then uses to lease other space or properties which it owns or manages); provided, however, that Landlord (or its manager) shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord (or its manager) may be leasing or have available and may place a suitable prospective tenant in any such available space regardless of when such alternative space becomes available; provided, further, that Landlord shall not be required to observe any instruction given by Tenant about such reletting or accept any tenant offered by Tenant. In any such case, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover sums falling due under this section from time to time;

18.5 Landlord may, at Landlord's option, enter into and upon the Premises, with

process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease;

18.6 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

18.7 In the event Tenant fails to pay any installment of rent, including any amount treated as additional rent, or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment or other charge overdue in any month and five percent (5%) each month thereafter until paid in full to help defray the additional cost to Landlord for processing such late payments, and such late charge shall be additional rent hereunder and the failure to pay such late charge within ten (10) days after demand therefor shall be an additional event of default. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

18.8 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and

conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, the prevailing party agrees to pay any attorney's fees so incurred. Without limiting the foregoing, Tenant hereby expressly waives any right to trial by jury.

Article 19. Tenant's Bankruptcy Or Insolvency.

If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"), Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises then accorded to Tenant in Article 11, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

19.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

19.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 3; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

19.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

19.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 11 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

Article 20. Mortgages

Tenant accepts this Lease subject and subordinate to any mortgages and deed of trust

now or at any time hereafter constituting a lien or charge upon the Property, or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust ("Mortgagee") elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such Mortgagee, this Lease shall be deemed superior to such lien whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any such Mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or for the purpose of evidencing the superiority of this Lease to the lien of any such mortgage, as may be the case.

Provided Landlord has delivered to Tenant an SNDA in accordance with this Article, Tenant accepts this Lease subject and subordinate to any mortgages and deed of trust now or at any time hereafter constituting a lien or charge upon the Property, or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust ("Mortgagee") elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such Mortgagee, this Lease shall be deemed superior to such lien whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall within thirty (30) days after receipt of written request execute any instruments, releases or other documents which may be required by any such Mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or for the purpose of evidencing the superiority of this Lease to the lien of any such mortgage, as may be the case, provided that such instrument in no event shall modify the rights or obligations of Landlord or Tenant under this lease; such instrument shall be in form and substance reasonably acceptable to Tenant and Mortgagee and provided that any such mortgagee, trustee or holder shall have entered into a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") with Tenant. Landlord hereby agrees to provide Tenant with an SNDA from the current mortgagee on or prior to the Commencement Date

Article 21. Mechanic's and Other Liens

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting Landlord's or its Mortgagees' interest in the Premises or the Building to be placed upon the Premises or the Building arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same. If any such lien shall remain in force and effect for thirty (30) days after written notice thereof from

Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of bill therefor. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's Mortgagee in the Premises, and Landlord and any such Mortgagee are, by the expiration of said twenty (20) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Landlord and any such Mortgagee.

Article 22. Notices

Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth in Article 1, or at such other address as it has then last specified by written notice delivered in accordance with this Article 22, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Article to the same effect as if each had received such notice.

Article 23. Substitution of Premises

Intentionally Omitted.

Article 24. Certain Rights Reserved To The Landlord

The Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

24.1 to change the name or street address of the Building;

24.2 to install and maintain a sign or signs on the exterior of the Building;

24.3 to have access for the Landlord and the other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Post Office;

24.4 to designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service and toilet supplies, lamps and bulbs used on the Premises unless Tenant has specific requests or needs in which case all costs shall be borne by Tenant;

24.5 to retain at all times pass keys to the Premises;

24.6 to grant to anyone the exclusive right to conduct any particular business or

undertaking in the Building; Landlord will agree to not lease to a direct competitor of Tenant nor to provide a similar type of surgery center (Actual language can be modified prior to Lease execution).

24.7 to close the Building after regular working hours and on the legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building;

24.8 to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building, and Landlord will use its best efforts so as to not disturb the business operations of Tenant;

24.9 to add, remove or modify buildings, roadways, walkways, landscaping, lakes, grading and other improvements in or to the Development.

Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of rent or affecting any of Tenant's obligations hereunder.

Article 25. Miscellaneous

25.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

25.2 The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided herein. Landlord shall have the right to assign any of its rights and obligations under this Lease and Landlord's grantee or Landlord's successor shall upon such assignment, become "Landlord" hereunder, thereby freeing and relieving the grantor or assignor of all covenants and obligations of "Landlord" hereunder; provided, however, that no successor Landlord shall be responsible for the return of any security deposit provided for pursuant to Paragraph 3.2 unless such successor receives the deposit. Tenant agrees to furnish promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease. Nothing herein contained shall give any other tenant in the Building of which the Premises is a part any enforceable rights either against Landlord or Tenant as a result of the covenants and obligations of either party set forth herein.

25.3 The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof.

25.4 Tenant shall at any time and from time to time within ten (10) days after written request from Landlord execute and deliver to Landlord or any prospective Landlord or Mortgagee or prospective Mortgagee a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Landlord and/or Landlord's Mortgagee or prospective Mortgagee, certifying and stating as follows: (1) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (2) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (3) the Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent (or if there are any such defenses or offsets, specifying the same); (4) Tenant is in possession of the Premises if such be the case; (5) if an assignment of rents or leases has been served upon Tenant by a Mortgagee or prospective Mortgagee, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (6) any other accurate statements reasonably required by Landlord or its Mortgagee or prospective Mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or Mortgagee and their respective successors and assigns and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant hereby irrevocably appoints Landlord or if Landlord is a trust, Landlord's beneficiary, as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of Tenant such estoppel certificate if Tenant fails to deliver the same within such ten (10) day period and such certificate as signed by Landlord or Landlord's beneficiary, as the case may be, shall be fully binding on Tenant, if Tenant fails to deliver a contrary certificate within five (5) days after receipt by Tenant of a copy of the certificate executed by Landlord or Landlord's beneficiary, as the case may be, on behalf of Tenant.

25.5 This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

25.6 All obligations of Tenant hereunder not fully performed as of the expiration of earlier termination of the Term shall survive the expiration or earlier termination of the Term, including without limitation, all payment obligations with respect to Taxes and Operating Costs and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (1) to repair and restore the Premises as provided herein; and (2) to discharge Tenant's obligation for unpaid Taxes, Operating Costs or other amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Paragraph 25.6.

25.7 If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable Laws, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Lease that in lieu of each such clause, phrase, provision or portion of this

Lease that is invalid or unenforceable, there be added as a part of this Lease a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

25.8 Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the security deposit required by Paragraph 3.2, the first month's rent as set forth in Paragraph 3.1, and any sum owed pursuant to this Lease.

25.9 Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

25.10 If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Any indemnification of, insurance of, or option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be.

25.11 Each of the parties (1) represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described in Article 1; and (2) indemnifies and holds the other harmless from any and all losses, liability, costs or expenses (including attorneys' fees) incurred as a result of an alleged breach of the foregoing warranty. Landlord agrees to promptly pay the broker, if any, listed in Article 1.

Article 26. Landlord's Exculpation

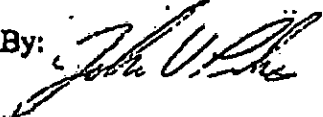
It is expressly understood and agreed that nothing in this Lease shall be construed as creating any liability whatsoever against the Landlord, or its successors and assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of Landlord, or its successors and assigns, of every sort, if any, is hereby expressly waived by Tenant, and every person now or hereafter claiming any right or security hereunder, and that so far as Landlord, or its successors and assigns, is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to Landlord's interest in the Building for the payment thereof.

TENANT:

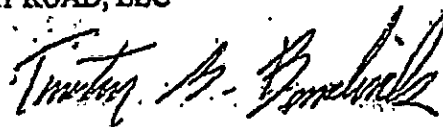
LANDLORD:

THE HART ROAD CENTER FOR PAIN MANAGEMENT LLC
HART ROAD, LLC

By:



By:



1/4/2011 12:11:48 PM

L:\MaryData\Developments\Hart Road\600 Hart Road\Leases\Pain Management-10.26.10.ver10.REB\ONE.doc

Title: _____
Date: 1/29/11, 2010

ATTEST:

By: _____

Title: _____
Date: 2/1/11, 2010

ATTEST:

By: _____

RIDER TO LEASE AGREEMENT

1. **RENEWAL OPTION.** So long as this Lease is in full force and effect and provided that Tenant is not in default beyond any applicable cure period of any terms and conditions hereof and that there has not been (a) material adverse change in the financial condition of Tenant as reasonably determined by Landlord, (b) Provided not more than 25% of the Premises has been sublet, Tenant shall have the option to extend the original term of this Lease for two (2) additional terms of five (5) years each (the "Renewal Term") by providing Landlord written notice of its intent to renew no less than nine (9) months prior to the expiration date of the current lease term. Such renewal shall be on the same terms, covenants and conditions as provided for in the original lease term, except that (1) no further renewal terms shall be provided; (2) no termination options shall be provided; and (3) the rental rate during the Renewal Term shall be adjusted to the then Fair Market Rental Rate then in effect on equivalent properties, of equivalent size, in equivalent areas, taking into account the length of the lease, the length of the renewal term, the credit standing of the Tenant and the scope of the leasehold improvements (the "Fair Market Rental Rate").

2. **FAIR MARKET RENTAL RATE.** The Base Rent payable during the Renewal Terms will be equal to the Fair Market Rental Rate as of the date that is one month in advance of the date on which the Renewal Terms will commence. Initially, Landlord will determine the Fair Market Rental Rate by using its good faith judgment. Landlord will use its best efforts to provide written notice of its determination in that regard within fifteen (15) days after the date Tenant sends the Option Notice, but in no event later than thirty (30) days after that date. Tenant will have a period (the "Tenant Review Period") of thirty (30) days following the date of its receipt of Landlord's notice of the Base Rent it proposes as the Fair Market Rental Rate within which to accept Landlord's proposal or to provide Landlord its objections to Landlord's proposal. If Tenant objects to Landlord's initial proposal or fails to affirmatively accept that proposal in writing, the parties will use their best efforts to reach agreement with respect to the Fair Market Rental Rate, but, if the parties fail to agree within fifteen (15) days after the expiration of the Tenant Review Period, determination of the Fair Market Rent will be made in accordance with the terms of subparagraphs (i) through (v) below. If Landlord fails to provide Tenant written notice of its initial proposal with respect to the Fair Market Rental Rate within the time set forth above, Tenant may commence negotiations by providing the initial notice, in which event Landlord will have a period (the "Landlord Review Period") of thirty (30) days following the date of its receipt of Tenant's notice of the Base Rent it proposes as the Fair Market Rental Rate within which to accept Tenant's proposal or to provide Tenant its objections to Tenant's proposal. If Landlord objects to Tenant's initial proposal or fails to affirmatively accept that proposal in writing, the parties will use their best efforts to reach agreement with respect to the Fair Market Rental Rate, but, if the parties fail to agree within fifteen (15) days after the expiration of the Landlord Review Period, determination of the Fair Market Rental Rate will be made in accordance with the terms of subparagraphs (a) through (e) below. If determination of the Fair Market Rental Rate in accordance with the following procedures becomes necessary, each party will place in a separate sealed envelope its final proposal as to the Fair Market

Rental Rate that will apply during the Renewal Terms.

- a. The parties will meet within five (5) business days after the expiration of the Tenant Review Period or the Landlord Review Period, whichever is applicable, exchange the sealed envelopes and open those envelopes in the presence of each other. If the parties do not agree upon the Fair Market Rental Rate within thirty (30) days following the date on which the exchange and opening of the envelopes occur, Tenant may rescind its exercise of the option to renew the Lease by the delivery of written notice to Landlord prior to the expiration of that thirty (30) day period. If the parties do not agree upon the Fair Market Rental Rate within that thirty (30) day period and if Tenant fails to rescind its exercise of the option to renew the Lease in accordance with the foregoing terms of this subparagraph (a), the parties will jointly appoint a single arbitrator within the period that expires forty (40) days following the date on which the exchange and opening of the envelopes occur. The arbitrator must be a real estate broker who, as his or her primary livelihood, has been active in the leasing of commercial properties in the Barrington, Illinois area, during the five (5) year period preceding the date of his or her appointment. Prior to the arbitrator's appointment, neither party will reveal to prospective arbitrators under consideration by the parties its opinion regarding the Fair Market Rental Rate. The sole issue submitted to the arbitrator for determination will be the Fair Market Rental Rate, as independently determined by the arbitrator between the party's respective proposals. At the request of either party or on his or her own initiative, the arbitrator will convene hearings for the presentation of evidence or will require the submission of briefs from the parties.
- (ii) Within thirty (30) days after the date of his or her appointment, the arbitrator will give the parties written notice of its determination as to which of the parties' final proposals regarding the Fair Market Rental Rate will apply during the Renewal Terms.
 - (iii) The decision of the arbitrator will bind the parties.
 - (iv) If the parties fail to agree upon the appointment of an arbitrator within the time specified above, that appointment will be made by the American Arbitration Association.
 - (v) The parties will share the cost of the arbitration equally.

"Fair Market Rental Rate " means the annual rental rate per square foot that:

- (i) Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness to Tenant, for premises, use and term comparable to those for the renewal term of this Lease in the Development and (ii) the landlords of other similar buildings located in the vicinity of the Building would accept in comparable transactions involving a tenant whose creditworthiness is comparable to that of Tenant and whose other obligations under the lease would be comparable to those undertaken by Tenant in the Lease. In any evaluation of Fair Market Rental Rate,

Landlord and Tenant will consider the annual rental rates per square foot, rental escalation provisions for comparable lease terms; the use to which the tenant puts the leased premises, the extent of the tenant's liability for the performance of the covenants set forth in the lease, abatement provisions reflecting free rent or no rent during the period of construction or subsequent to the commencement date as to the building in question, brokerage commissions, if any, that would be payable by the landlord, length of the lease term, size and location of premises being leased, building standard work letter or tenant improvement allowances, if any, and other generally applicable conditions of tenancy for those comparable transactions. The intent is that Tenant will obtain the same rent and other economic benefits that a landlord would otherwise give in a comparable transaction and that Landlord will make and receive the same economic payments and concessions that other landlords would otherwise make and receive in comparable transactions.

3. **PARKING.** Tenant shall be provided with its proportionate share of surface parking at a ratio of 4 parking spaces per 1,000 square feet of space leased and one (1) reserved parking space to be located in the attached parking structure at a location to be mutually agreed upon at no additional charge throughout the term of the original Lease.
4. **RIGHT OF FIRST REFUSAL.** Provided (a) the Lease is in full force and effect, (b) Tenant is not in default hereunder at the time of notification or commencement, (c) neither the Premises nor more than 25% have been sublet, (d) Tenant is an occupant of the Building under this Lease and intends to continue to use the Premises and the Refusal Space (as hereinafter defined) itself, and (e) that both at the time of notification and commencement there has been no material adverse change in the financial condition of the Tenant as reasonably determined by Landlord, Tenant shall have, subject to the currently existing rights of tenants and option holders, the option to lease space contiguous to Tenant's original leased Premises located on the third (3rd) floor of the 600 Hart Road Building (the "Refusal Space") on the same terms and conditions as Landlord then proposes to lease the Refusal Space or any portion thereof, except as otherwise provided herein. At the time Landlord proposes to lease the Refusal Space or any portion thereof, Landlord shall deliver to Tenant a description of the proposed terms (except that Landlord may eliminate references to the name and address of the proposed tenant). Tenant shall exercise its option by written notice to Landlord delivered within ten (10) days of Landlord's notice to Tenant. If Tenant exercises its Right of First Refusal, it shall lease the portion of the Refusal Space described in Landlord's proposal on the terms and conditions set forth in the proposal. If Tenant fails to exercise its Right of First Refusal as specified herein, then Tenant shall have no further right to lease the portion of the Refusal Space described in Landlord's proposal and Landlord may thereafter lease such portion of the Refusal Space on such terms and conditions as Landlord finds acceptable without first offering such space to Tenant. Should the Offer Terms be changed by more than ten percent (10%) since Tenant's first notice, then Landlord shall re-offer the proposed space to Tenant at the new terms. Should a lease transaction not be consummated with a new 3rd party tenant, then Tenant's Right of First Refusal shall remain in place.

5. **EMERGENCY GENERATOR.** Tenant shall have the right, to use, at no additional charge to Tenant, a portion of the Property as outlined on Exhibit R-1 to install, maintain and operate at its sole cost and expense (but without any payment to Landlord), one (1) supplemental generator and related equipment with specifications chosen by Tenant to service the Premises together with the use of a riser or pathway designated by Landlord, and the right of access thereto for connecting the same to the original Premises (such generator equipment and all cabling, conduit, wires, and other equipment or materials pertaining thereto are hereinafter referred to collectively as the "Generator Equipment"). Landlord shall designate a pathway for a riser (the size of which must be reasonably acceptable to Tenant) connecting the Generator Equipment to the Premises to be constructed by Tenant and to be used by Tenant in connection with the Generator Equipment and Tenant shall have access at all times to the Generator Equipment, riser and pathway, subject to Landlord's reasonable rules and regulations of which Tenant has fifteen (15) days prior written notice. Tenant shall be permitted to install a security system for the Generator Equipment, including a fence, keypad entry and guard rail and such other security items as Landlord shall approve, which approval shall not be unreasonably withheld or delayed. For the purpose of installing, servicing or repairing the Generator, Tenant shall have access to areas where the Generator Equipment is located and the designated riser or pathway at all times, subject to Landlord's reasonable rules and regulations of which Tenant has at least 15 days prior written notice. Tenant shall be responsible for the installation of any required screening and for obtaining any required permits and otherwise complying with applicable Laws with respect to the installation, maintenance and use of the Generator Equipment. All such equipment shall be installed subject to Landlord's review of plans and other restrictions as set forth above. Tenant shall have the right to test Tenant's Generator Equipment only at times reasonably agreed upon between Landlord and Tenant in advance (or as set forth in reasonable rules formulated by Landlord).
6. **CERTIFICATE OF NEED.** The execution of this Lease is contingent upon Tenant obtaining a Certificate of Need from the State of IL. Landlord shall provide a period of time for Tenant to provide such Certificate of Need, however, if said Certificate is not provided for by September 30, 2011, then Landlord shall have the right to terminate the Lease. *November 29/12/11 BB 2/11*
7. **EXPANSION OPTION.** Within twelve (12) months of Tenant's receipt of a Certificate of Occupancy and provided (1) the Lease is in full force and effect, (2) Tenant is not in default hereunder at the time of notification or commencement, and (3) that both at the time of notification and commencement there has been no material adverse change in the financial condition of the Tenant as reasonably determined by Landlord, Tenant shall have the option to lease the approximately 6,258 rentable square feet as outlined on the floor plan attached hereto as Exhibit B on the third (3rd) floor of the Building (the "Expansion Space"), by notice in writing delivered to Landlord. If Tenant exercises the expansion option hereunder, the Expansion Space shall automatically be included in the Premises effective as of the Expansion Commencement Date and all of the covenants, conditions and provisions of the Lease

shall thereupon be applicable to the Expansion Space at the same rental schedule as the original Lease; (b) Tenant's Proportionate Share shall increase accordingly; and (c) Tenant will be given its proportionate share of the Tenant Improvement Allowance depending on the time remaining on the Lease.

8. **BUILDING CANOPY.** Language to be added.
9. **ABANDONMENT.** Should it be necessary for Tenant to cease business operations, provided the Premises are maintained in a Class A manner, Tenant shall not be in default of the Lease.
10. **SIGNAGE.** Tenant will be provided with building standard identification on the lobby directory and a building standard signage plaque at the entrance to the Premises to be provided at the sole cost and expense of the Landlord. Tenant shall have the option, at Tenant's sole cost and expense, of installing identification signage on the upper half of the Building monument sign, subject to the reasonable approval of Landlord of the signage, the proposed method of installation and also subject to the approval of the Village of Barrington.

EXHIBIT R-1
EMERGENCY GENERATOR

Plan to be attached prior to Lease Execution

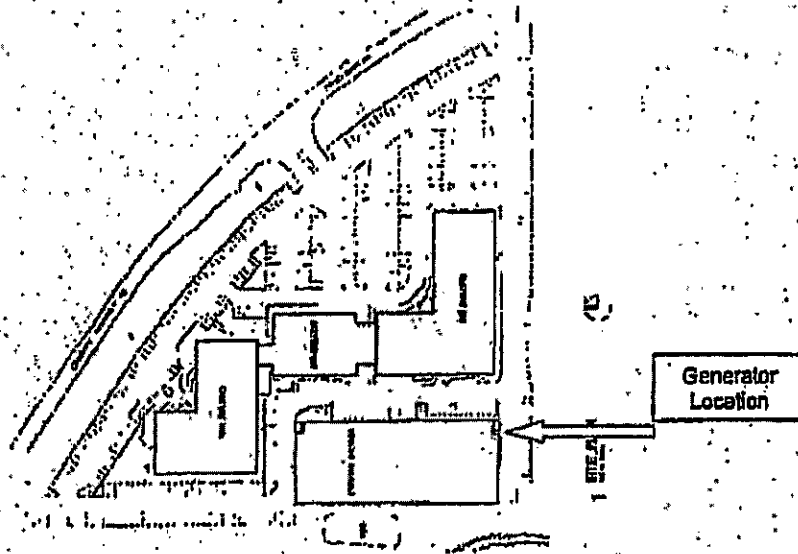


EXHIBIT R-2

OPERATING EXPENSE EXCLUSIONS

Exhibit A: Operating Expense Exclusion List

The following should be excluded from the definition of operating expenses:

- i. interest and principle payments in loans and ground lease payments and other finance charges.
- ii. depreciation charges
- iii. capital improvements and depreciation and interest charges associated thereupon, except for such charges which reduce other items of operating expense should be excluded but only to the extent of the reduction.
- iv. repairs or other work occasioned by exercise of the right of eminent domain or the negligence of Landlord.
- v. leasing commissions, attorney's fees, cost and disbursements and other expenses incurred in connection with negotiations or disputes with tenants or other occupants of the building, or with prospective tenants or costs incurred in marketing the building.
- vi. renovating or otherwise improving or decorating, painting or redecorating any space in the building other than ordinary maintenance supplied to all tenants equally.
- vii. Landlord's costs of electricity, water or other utilities which are provided without cost to certain tenants of the building and not supplied to all tenants of the building or which are sold separately to tenants of the building for which Landlord is entitled to be reimbursed.
- viii. any expense in connection with services or other benefits of a type or quality which Tenant is not entitled to receive under this lease but which are provided without reimbursement by direct payment to another Tenant or occupant of the building.
- ix. costs due to violation by Landlord or its agent of the terms and conditions of any lease or of any law, statute, ordinance, or of any insurance rating bureau or other quasi-public authority, or of any debt agreement or ground lease.
- x. overhead and profit paid to subsidiaries or affiliates of Landlord for services on or to the building to the extent that the services exceed competitive costs of such services.
- xi. costs for any leasing office.
- xii. advertising and promotional expenses.
- xiii. any expense for which Landlord is compensated by proceeds through insurance or which Landlord would have been compensated had Landlord maintained insurance in a type which a reasonably prudent owner of a comparable building in Chicago, Illinois, would normally maintain. Except pursuant to similar provisions for the payment of a proportionate share of operating expenses.
- xiv. any expense for correction of construction or design defects.
- xv. rental and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building.

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ATTACHMENT 2

- xvi. any cost paid to any person or entity related to Landlord which is in excess of the amount which would be paid absent such relationship.
- xvii. any cost or expense for which Landlord is paid or reimbursed by or is entitled to be paid or reimbursed by any other person.
- xviii. the cost of installing, operating and maintaining any specialty service such as an observatory, broadcast facilities, luncheon club, an athletic or recreation club, and parking facilities.
- xix. any cost for any facility other than the Building.
- xx. INTENTIONALLY DELETED.
- xxi. costs of any initial cleaning of and rubbish removal from the Building relating to the initial and subsequent construction and renovation of the Building and any tenant space.
- xxii. costs of initial landscaping.
- xxiii. costs of sculptures, paintings and any other objects of art.
- xxiv. any cost incurred before the Commencement Date.
- xxv. attorney's fees, cost and disbursements and other expenses incurred in connection with negotiations or disputes with Tenants or other occupants of the building or with prospective Tenants or costs incurred in marketing the building.
- xxvi. legal and other professional fees and expenses incurred in preparing, negotiating and executing leases, amendments, terminations and extensions or in resolving any disputes with Tenants and other occupants or enforcing lease obligations, including, without limitation, court costs.
- xxvii. expenses incurred by Landlord in connection with the transfer or disposition of the Land or Building or any ground, underlying or overriding lease, including, without limitation, transfer, deed and gains taxes;
- xxviii. cost incurred to correct any misrepresentation by Landlord to overriding Tenant or in connection with any fines or penalties;
- xxix. cost to cure any latent defects.

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PART OF LOT 26 IN CHICAGO HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1901 AS DOCUMENT 81144, IN BOOK "E" OF PLATS, PAGES 46 AND 47, IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF OLD HART ROAD AS SHOWN IN DOCUMENT NO. 884735 AND ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26; THENCE 05 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID OLD HART ROAD, A DISTANCE OF 108.88 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST CONTINUING ALONG THE EAST LINE OF SAID OLD HART ROAD, A DISTANCE OF 370.65 FEET TO A POINT IN THE SOUTHERLY LINE OF NEW HART ROAD (ALSO BEING COUNTY HIGHWAY ROUTE 80) AS PER DEDICATION RECORDED JULY 20, 1976 AS DOCUMENT 1932633; THENCE SOUTH 75 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID NEW HART ROAD, A DISTANCE OF 68.34 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY CONTINUING ALONG THE SOUTHERLY LINE OF SAID NEW HART ROAD BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 532.86 FEET, A DISTANCE OF 186.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55 DEGREES 27 MINUTES 00 SECONDS EAST CONTINUING ALONG THE SOUTHERLY LINE OF SAID NEW HART ROAD, A DISTANCE OF 179.25 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY CONTINUING ALONG THE SOUTHERLY LINE OF SAID NEW HART ROAD BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 1392.395 FEET, A CHORD LENGTH OF 416.27 FEET BEARING SOUTH 48 DEGREES 52 MINUTES 25 SECONDS EAST, AN ARC DISTANCE OF 416.83 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26, A DISTANCE OF 251.63 FEET, TO A POINT IN THE EAST LINE OF THE PROPERTY MORTGAGED BY DOCUMENT 2940342; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 77.05 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE 127.05 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 26, A DISTANCE OF 115.49 FEET, TO THE NORTHWEST CORNER OF THE PROPERTY MORTGAGED BY INSTRUMENT RECORDED AS DOCUMENT 2940342; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID MORTGAGED PROPERTY A DISTANCE OF 77.05 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26, A DISTANCE OF 322.05 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 26 IN CHICAGO HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1901 AS DOCUMENT 81144, IN BOOK "E" OF PLATS, PAGES 46 AND 47, IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF OLD HART ROAD AS SHOWN IN DOCUMENT NO. 884735 AND ITS INTERSECTION WITH THE SOUTH LINE OF LOT 26; THENCE NORTH 05 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID OLD HART ROAD, A DISTANCE OF 351.37 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26 A DISTANCE OF 322.05 FEET TO A POINT IN THE WEST LINE OF THE PROPERTY MORTGAGED BY INSTRUMENT RECORDED AS DOCUMENT 2940342; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.716 FEET ALONG THE WEST LINE OF THE PROPERTY CONVEYED IN THE ABOVE STATED MORTGAGE TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE 339.28 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 26, AND WHICH IS THE SOUTH LINE OF THE PROPERTY MORTGAGED BY INSTRUMENT RECORDED AS DOCUMENT 2940342, A DISTANCE OF 115.49 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID PROPERTY, A DISTANCE OF 10.716 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 350 FEET OF LOT 26; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26 A DISTANCE OF 251.63 FEET TO A POINT IN A CURVED LINE, NON TANGENT, SAID CURVED LINE BEING THE SOUTHWESTERLY LINE OF NEW HART ROAD (ALSO BEING COUNTY HIGHWAY ROUTE 80) AS PER DEDICATION RECORDED JULY 20, 1976 AS DOCUMENT 1932633; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX

NORTHEASTERLY, HAVING A RADIUS OF 1392.95 FEET, A CHORD LENGTH OF 403.87 FEET BEARING SOUTH 29 DEGREES 57 MINUTES 25 SECONDS EAST, AN ARC DISTANCE OF 405.40 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 28; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 921.83 TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 26 IN CHICAGO HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1901 AS DOCUMENT 81144, IN BOOK "E" OF PLATS, PAGES 46 AND 47, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF OLD HART ROAD AS SHOWN IN DOCUMENT NUMBER 884735 AND ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 322.05 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 77.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 427.05 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 116.49 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 87.765 FEET; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE 339.28 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 116.49 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 87.765 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

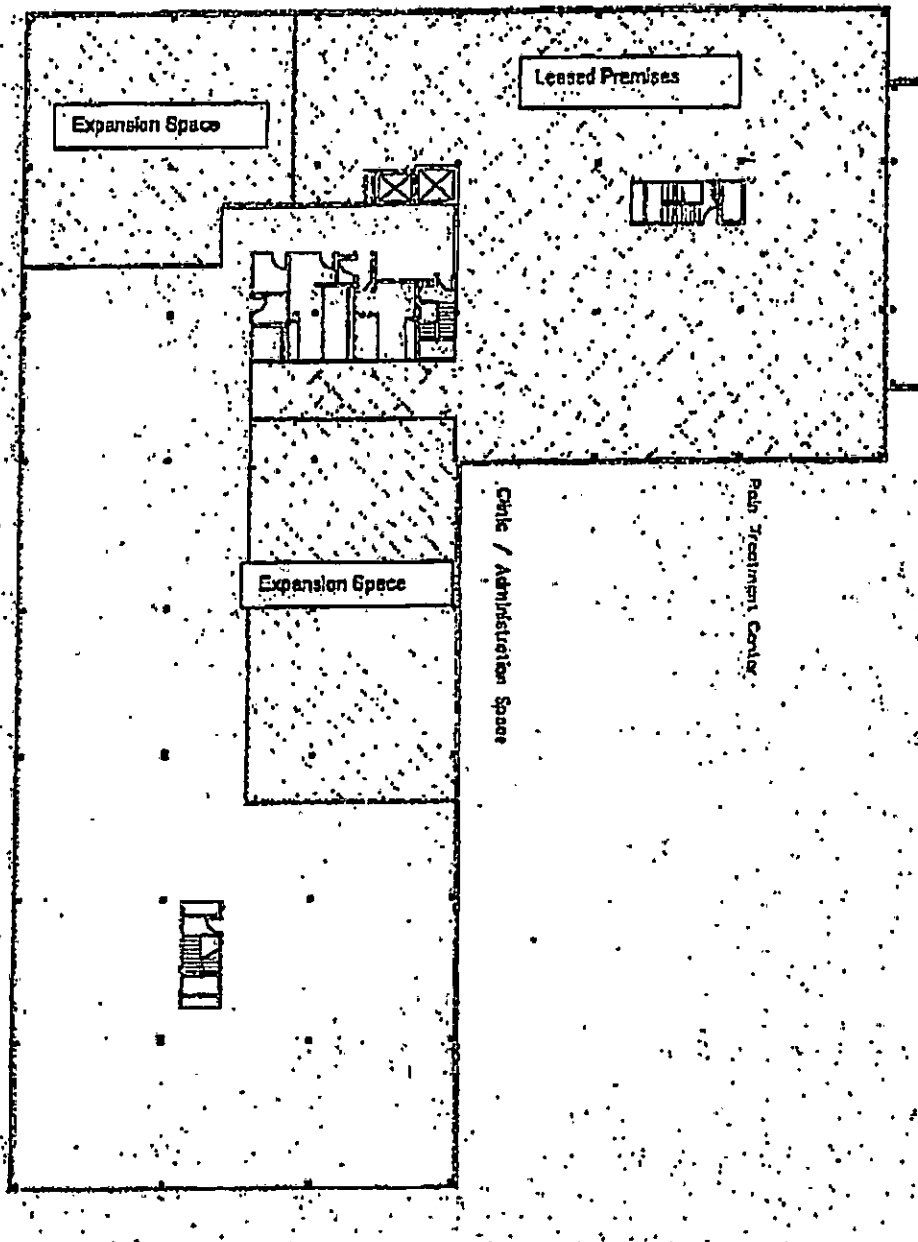
A NON EXCLUSIVE PERMANENT EASEMENT, FOR THE BENEFIT OF PARCEL 2, FOR PUBLIC UTILITIES, DESCRIBED AS FOLLOWS: THAT PART OF LOT 26 IN CHICAGO HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1901 AS DOCUMENT NUMBER 81144, IN BOOK "E" OF PLATS, PAGE 46 47, IN LAKE COUNTY, ILLINOIS, FALLING WITHIN A STRIP OF LAND, BEING 10 FEET IN WIDTH AND LYING 5 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26 WITH THE WESTERLY LINE OF (NEW) HART ROAD AS DEDICATED PER DOCUMENT 1932633; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF (NEW) HART ROAD, BEING AN ARC OF A CIRCLE, BEING CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1392.395 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 41 DEGREES 00 MINUTES 10 SECONDS WEST AND A LENGTH OF 131.42 FEET, AN ARC DISTANCE OF 131.47 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE SOUTH 27 DEGREES 40 MINUTES 14 SECONDS WEST, A DISTANCE OF 111.99 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26, 138.23 FEET WEST (AS MEASURED ALONG THE NORTH LINE AFORESAID) OF SAID POINT OF COMMENCEMENT FOR THE POINT OF TERMINATION OF SAID CENTER LINE, SAID STRIP OF LAND BEING BOUNDED AT THE SOUTH BY THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26 AND AT NORTHEAST BY SAID WESTERLY LINE OF (NEW) HART ROAD AS DEDICATED BY DOCUMENT 1932633, ALL IN LAKE COUNTY, ILLINOIS, AS CREATED BY EASEMENT AND LICENSE AGREEMENT RECORDED AUGUST 16, 1983 AS DOCUMENT 2232143 AS AMENDED BY TERMINATION OF TEMPORARY EASEMENTS AND OTHER AGREEMENTS RECORDED AS DOCUMENT 2313000.

PARCEL 5:

A NON EXCLUSIVE PERMANENT EASEMENT, FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, OVER AND ACROSS THAT PARCEL DESCRIBED AS FOLLOWS: THAT PART OF LOT 28 IN CHICAGO HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1901 AS DOCUMENT 81144 IN BOOK "E" OF PLATS, PAGES 46 47, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26 AND THE WESTERLY LINE OF (NEW) HART ROAD AS DEDICATED PER DOCUMENT 1932633; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 350 FEET OF SAID LOT 26, A DISTANCE OF 70.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 04 SECONDS EAST, A DISTANCE OF 54.23 FEET TO A POINT ON SAID WESTERLY LINE OF (NEW) HART ROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF (NEW) HART ROAD, BEING AN ARC OF A CIRCLE BEING CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1392.395 FEET, AND ARC DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS AS CREATED BY EASEMENT AND LICENSE AGREEMENT RECORDED AUGUST 16, 1983 AS DOCUMENT

**EXHIBIT B
PLAN OF PREMISES**

Plan will need to be reviewed by all Parties prior to Lease execution.



CFR 1173.546.1 / 50057-000123

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ATTACHMENT 2

**EXHIBIT C
WORK LETTER**

I. Tenant Allowance

Upon receipt of the Certificate of Need, Landlord shall provide a Tenant Improvement Allowance amount equal to \$45.00 per square foot of rentable area on the approximately 11,466 square foot surgical center Premises ("Tenant's Allowance"), which will be paid upon Landlord's receipt of invoices and appropriate waivers from Tenant. Such Allowance shall include the costs of installing any electrical meters within the Premises. Tenant shall have the option to utilize up to \$5.00 per square foot of said Allowance for other costs related to Tenant's move, i.e. moving, architectural fees, engineering fees, phone, data, cabling, furniture, etc.

EXHIBIT D
RULES AND REGULATIONS

1. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. Landlord shall retain the right to control access to the halls, passages, entrances, elevators, stairways, and balconies, provided, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or Landlord and protection of property in the Building. Tenant and its employees shall not go upon the roof of the Building without the written consent of the Landlord.

2. The windows, glass lights, and any skylights that reflect or admit light into the halls or other places of the Buildings shall not be covered or obstructed, except that blackout shades will be permitted. The toilets, sinks and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein.

3. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be discontinued forthwith by Tenant. No awnings shall be permitted on any part of the Premises. Tenant shall not place or install any antennae or aerials or similar devices outside of the Premises. Tenant shall be allowed to place a medical waste box outside of the Premises at a location to be mutually agreed upon by Landlord and Tenant. Such box must be secured at all times.

4. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. The moving of heavy objects shall occur only between such hours as may be designated by, and only upon previous notice to, the manager of the Building, and the persons employed to move heavy objects in or out of the Building must be acceptable to Landlord.

5. No animals (except Seeing Eye Dogs) may be brought into or kept in or about the Building.

6. Tenant shall not use or keep in the Building any inflammables, including but not limited to kerosene, gasoline, naphtha and benzene (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by Landlord.

7. If Tenant desires telephone connections, Landlord will direct electricians as to where and how the wires are to be introduced to the Premises. No boring or cutting for wires or otherwise shall be made without specific directions from Landlord. Landlord shall allow Tenant the right to have a medical waste receptacle box placed outside of their leased Premises.

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ATTACHMENT 2

8. Tenant, upon the termination of the tenancy, shall deliver to the Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made, and in the event of loss of any keys so furnished shall pay the Landlord therefor.

9. Tenant shall not put down any floor covering in the Leased Premises without the Landlord's prior approval of the manner and method of applying such floor covering.

10. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6 PM and 8 AM, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the watchman of the Building in charge and has a pass or is properly identified. Services to be provided to the Tenant as previously outlined in this Lease shall be provided only during those hours in which the Building is open to the public.

11. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage which includes keeping doors locked and windows and other means of entry to the Premises closed. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or any public rooms regardless of whether such loss occurs when such area is locked against entry or not.

12. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.

13. In advertising or other publicity, Tenant shall not use the name of the Building except as the address of its business and shall not use pictures of the Building.

14. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building.

15. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized Building personnel) of any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are can be opened may be opened with Landlord's consent.

16. Tenant shall not do any cooking in the Premises except the use of coffee makers and microwave ovens in the pantry area.

17. Any wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of non strippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.

18. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building including installations of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

19. Movement in or out of the Building of furniture, office equipment, or other bulky materials, or movement through the Building entrances or lobby shall be subject to Landlord's control of the time, method, and routing of movement. Tenant assumes all risk as to damage to articles moved and injury to persons, including equipment, property, and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any such damage, injury, or loss, including attorney's fees.

20. Tenant and its employees, agents, and invitees shall observe and comply with the driving and parking signs and markers on the property surrounding the Building.

21. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.

22. The directories of the Building shall be used exclusively for the display of the name and location of the tenants only and will be provided at the expense of Landlord. Any additional names requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.

23. Tenant shall comply with the rules and regulations of the Development attached hereto or delivered to Tenant.

24. **NON-SMOKING AREAS.** In order to maintain compliance with the new PUBLIC HEALTH (410 ILCS 82/) Smoke Free Illinois Act that went into effect on January 1st 2008, all public and private areas of the 600, 800 & 1000 Hart Road Building are considered to be non-smoking areas. This includes, but is not limited to, lobbies, atriums, ~~various public and private areas~~ ~~prohibited private offices and all building entrances~~ within a minimum distance of 15 feet from entrances, exits, windows that open and ventilation intakes and provides penalties for violations thereof.

A copy of the new Smoke Free Illinois Act can be obtained by calling the Management Office at 847-382-6133.

EXHIBIT F

IRREVOCABLE LETTER OF CREDIT REQUIREMENTS

IRREVOCABLE LETTER OF CREDIT CRITERIA

1. The letter of credit shall be clean, irrevocable and unconditional.
2. The letter of credit shall be in the amount specified in Section LP. of the Lease ("Security Deposit").
3. The letter of credit shall be issued in favor of:

Hart Road, L.L.C.
C/O Hamilton Partners, Inc.
300 Park Boulevard
Itasca, IL 60143
Attention: Sr. Asset Manager

The letter of credit shall be effective immediately on its issuance.

4. If the letter of credit is in the amount of \$34,000.00 or more, then the letter of credit must either (a) be issued by a national bank which is a member of the New York Clearing House and which has a banking office dedicated to the administration and payment of letters of credit in a location approved by Landlord or (b) if issued by any bank which is not described in clause (a), be confirmed by a bank described in clause (a). The issuing bank must have been assigned by Standard & Poors Investor Services a Counterparty Credit Rating of BBB+ or better. If clause (b) is applicable, the confirming bank must be assigned by Standard & Poors Investor Services a Counterparty Credit Rating of BBB+ or better. The identity of the issuing bank and of any confirming bank shall be reasonably satisfactory to Landlord.

5. The letter of credit shall have an expiration date no earlier than the first anniversary of the date of its issuance and shall provide for its automatic renewal from year to year unless terminated by the issuing bank by notice to Landlord given not less than sixty (60) days prior to its expiration date. Notice to Landlord shall be in writing, made by (i) United States Postal Service, certified mail, return receipt requested; or (ii) reputable express or courier service. Notice to Landlord shall be addressed to Landlord at its address in paragraph 3 above and to the following parties:

Hart Road, L.L.C.
C/O Hamilton Partners, Inc.
300 Park Boulevard
Itasca, IL 60143
Attention: Sr. Asset Manager

and to:

Hamilton Partners, Inc.
800 Hart Road
Barrington, IL 60010
Attention: Property Manager

The final expiration date of the letter of credit and all renewals of it shall be no earlier than sixty (60) days following the end of the Lease Term.

6. The letter of credit may be drawn at the designated banking office of either the issuer of the letter of credit described in clause (a) of paragraph 4 or, if clause (b) of paragraph 4 is applicable, the confirming bank described in clause (b) of such paragraph 4. The letter of credit shall allow for draws to be made at sight on a draft drawn by Hart Road, LLC, C/O Hamilton Partners, Inc. The draft shall be approved as to form by Landlord. The letter of credit must allow for one draw in the whole amount or multiple partial draws. Landlord shall not be required to deliver any

certificate, affidavit or other writing to the issuer expressing the basis for the draw as a condition to any draw.

7. The letter of credit shall be transferable and any applicable transfer fees shall be paid for by Tenant.

8. The letter of credit shall be governed by (a) the International Standby Practices (SP 98 published by the International Chamber of Commerce) and (b) the United Nations Convention on Independent Guarantees and Standby Letters of Credit. Alternatively, if approved by the lender and if required by either the issuing bank or the confirming bank the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce may be substituted for the Practices referred to in clause (a) to the extent such Customs and Practices are not inconsistent with the criteria in this Exhibit.

9. Issuer shall waive all waiting periods whether under Uniform Commercial Code Section 5-112 or otherwise.

10. The letter of credit shall otherwise be in such form and shall be subject to such requirements as Lendlord may reasonably require.

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

The Illinois Certificate of Good Standing for Barrington Pain and Spine Institute, L.L.C. is attached at Attachment – 3.

Persons owning a 5% or greater interest in Barrington Pain and Spine Institute, LLC are listed in the table below:

Name	Address	City	State	Ownership Interest
John V. Prunskis, M.D.	431 Summit Street	Elgin	IL	50%
Terri Dallas-Prunskis, M.D.	431 Summit Street	Elgin	IL	41%



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BARRINGTON PAIN AND SPINE INSTITUTE, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 16, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of JULY A.D. 2018 .***

Jesse White

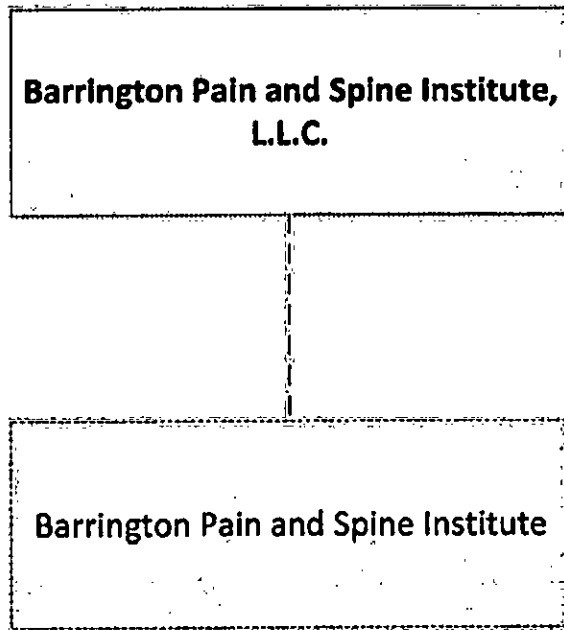
SECRETARY OF STATE

Section I, Identification, General Information, and Certification

Organizational Relationships

The organizational chart for Barrington Pain and Spine Institute, LLC. is attached at Attachment – 4.

**BARRINGTON PAIN AND
SPINE INSTITUTE
ORGANIZATIONAL
STRUCTURE**



Section I, Identification, General Information, and Certification
Flood Plain Requirements

The proposed project is for the addition of two surgical specialties to an existing ASTC. There will be no construction or modernization associated with the proposed project. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The proposed project is for the addition of two surgical specialties to an existing ASTC. There will be no construction or modernization associated with the proposed project. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification

Project Costs and Sources of Funds

[illegible]


Section I, Identification, General Information, and Certification
Cost Space Requirements

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ASTC	\$800,000	10,000	0	0	0	10,000	0
Total Clinical	\$800,000	10,000	0	0	0	10,000	0
NON CLINICAL							
Total Non-clinical		0	0	0	0	0	0
TOTAL	\$800,000	10,000	0	0	0	10,000	0

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230, Project Purpose, Background and Alternatives

Background of the Applicant

1. The Applicant operates Barrington Pain and Spine Institute, LLC. Copies of the current license and accreditation are attached at Attachment 11-A.
2. A letter from John V. Prunskis, M.D. certifying no adverse action has been taken against any facility owned and/or operated by the Applicant during the three years prior to filing this application is attached at Attachment 11-B.
3. An authorization permitting HFSRB and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11B.
4. The Applicant has not previously submitted an application for permit during this calendar year. Accordingly, this criterion is not applicable.

 Illinois Department of PUBLIC HEALTH		HF114033
LICENSE, PERMIT, CERTIFICATION, REGISTRATION		
<small>The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.</small>		
Nirav D. Shah, M.D., J.D. Director		<small>Issued under the authority of the Illinois Department of Public Health.</small>
<small>EXPIRATION DATE</small>	<small>CATEGORY</small>	<small>IDENTIFIER</small>
9/17/2018		7003167
Ambulatory Surgery Treatment Center Effective: 09/18/2017		
Barrington Pain and Spine Institute, LLC 600 Hart Road Suite 300 Barrington, IL 60010		
<small>The face of this license has a colored background. Printed by Authority of the State of Illinois • PO 648240 5M 5/16</small>		

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
Midwest Division of Survey and Certification
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601-5519



CMS Certification Number (CCN): 14C0001155
National Provider Identifier (NPI): 1619244175

April 9, 2013
(Via Certified Mail)

John V. Prunskis
Administrator
Barrington Pain and Spine Institute, LLC
600 Hart Road, Suite 300
Barrington, IL 60010-2610

Dear Mr. Prunskis:

The Centers for Medicare and Medicaid Services has accepted your request for approval as a supplier of ambulatory surgical services under the Medicare program (Title XVIII of the Social Security Act) based on accreditation by the Joint Commission (JC). Your effective date of coverage is February 20, 2013. A copy of the completed agreement is enclosed for your records.

Your National Provider Identifier (NPI) is your primary identifier for all health insurance billing. The NPI should be entered on all forms and correspondence relating to the Medicare program. In addition, you have been assigned the CMS Certification Number (CCN) shown above; please provide it when contacting this office, when contacting the State agency, or any time it is requested. Wisconsin Physicians Services has been authorized to process your Medicare claims.

When you make general inquiries to your fiscal intermediary (FI) and/or Medicare Administrative Contractor (MAC), you will be prompted to give either your provider transaction access number (PTAN) or CCN. These identification numbers are used as authentication elements when inquiring about beneficiary- and claim-specific information. When prompted for your PTAN, give your CCN.

If you are dissatisfied with the effective date of Medicare participation indicated above, you may request that the determination of the effective date be reconsidered. The request must be submitted in writing to this office within 60 days of the date you receive this notice. The request for reconsideration must state the issues or the findings of fact with which you disagree and the reasons for disagreement.

August 6, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

**Providing Welcome,
Lasting Relief From**

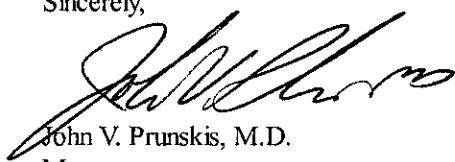
- » Back & neck pain
- » Spinal & disc problems
- » Headaches
- » Worker's comp injuries
- » Muscle & joint pain
- » Sciatica
- » Myofascial pain
- » Shingles
- » Diabetic neuropathy
- » Arthritis pain
- » Complex regional pain syndrome
- » Sports injuries

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in §1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any facility owned or operated by Barrington Pain and Spine Institute, L.L.C. in the State of Illinois during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



John V. Prunskis, M.D.
Manager
Barrington Pain and Spine Institute, L.L.C.

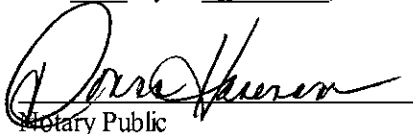
**Proven Advanced
Interventional Care**

- » Precise diagnosis & treatment
- » Epidural, facet, nerve, sacroiliac, & other image-guided joint injections
- » Discography
- » Trigger point injections
- » Percutaneous discectomy
- » Vertebroplasty
- » Spinal cord stimulation
- » Radiofrequency lesioning
- » Sedation available

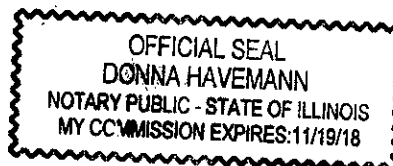
**Experienced, Caring &
Convenient**

- » Fellowship-trained in interventional pain management
- » Chicagoland's longest established multi-site pain practice
- » Most insurances accepted
- » Most procedures performed onsite
- » Compassionate doctors & staff
- » Timely reporting to referring physicians

Subscribed and sworn to me
This 2 day of October, 2018



Notary Public



64486980.2

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Purpose of the Project

1. The primary purpose of this project is to offer patients residing in Barrington and the surrounding area with the full continuum of musculo-skeletal surgical care at one location and to increase utilization at Barrington Pain and Spine Institute ("BPSI"), which currently has capacity.

The patient focus of the Applicant is treating individuals suffering from chronic pain and other musculo-skeletal disorders or injuries. Over 100 million Americans suffer from chronic pain. The goal of pain management is to improve function to allow the patient to return to work and participate in daily activities. Chronic pain, is often difficult to diagnose and treat. Accordingly, various pain management therapies exist with increasing levels of intensity: non-interventional therapies, interventional pain management and spine surgery. Non-interventional therapies possibly include exercise programs, over-the-counter pain medications, rehabilitative therapy, and transcutaneous electrical stimulation (TENS).¹ Patients who do not respond favorably to the more conservative treatment options will progress to interventional pain therapies, which include nerve blocks; systemic prescription medications; neurolysis; neurostimulation; and neuroablation, which is a surgical procedure that permanently blocks nerve pathways to the brain by destroying nerves and tissue at the pain source. Some chronic pain conditions resist non-interventional and interventional pain therapies. In these cases, surgery to correct an anatomical defect or defect resulting from illness or injury may be considered.

Currently, there are four existing or approved surgery centers within BPSI's geographic service area (10 mile radius). No surgery center, including BPSI, currently provides the full continuum of care for musculo-skeletal disorder, which includes pain management therapies, interventional pain management and surgery. BPSI currently provides interventional pain management therapies, e.g., nerve blocks, epidural injections, facet joint injections, joint/bursa injections. The addition of surgery to this surgery center will allow BPSI to provide a surgical option to patients for whom other treatment options have failed. Highly specialized tools and instrumentation provide for the safe and effective treatment of these disorders. Providing these services in a hospital would be at a higher cost.

A seamless care system is vital to improving rates of success of pain management and return to wellness. Musculo-skeletal disorders can be complex and best managed by a multidisciplinary team,² which may include an interventional pain specialist and surgeon. Primary coordination of treatment depends on the individual patient's needs, which may change over time. Pain must be properly assessed to develop an appropriate care plan. Therapy must be closely monitored and reevaluated to ensure effective treatment. Failure to manage pain over the course of care could result in suboptimal symptom relief. Collaboration between the surgeon and pain management specialist is key in developing a strategy that focuses on the overall outcome of pain relief.

BPSI proposes to add orthopedic and podiatric surgery to its existing surgery center. The addition of these services will allow BPSI to offer the full continuum of musculo-skeletal therapies to best manage their patients' degenerative conditions, injuries and chronic pain.

2. BPSI serves patients in the northern suburbs of Chicago (touching parts of Kane, Lake, McHenry and northern Cook counties) within a 10 mile radius of the surgery center. A map of the market area of

¹ TENS therapy involves the placement of electrodes on the skin over the painful area, which apply electrical pulses to nerve endings. The electrical pulses are thought to interrupt the transmission of pain signals from the sensory nerves at the site of the pain. TENS may also stimulate the release of endorphins, which relieve pain.

² Hallett H. Matthews, M.D. & Theodore Bosworth, *The Evolving Role of the Surgeon in Back Pain Management: The New Care Continuum* (2004).

BPSI is attached at Attachment – 12. Travel times from BPSI to the geographic service area ("GSA") borders are as follows:

- East: Approximate 10 mile radius to Wheeling
 - Southeast: Approximate 10 mile radius to Schaumburg
 - South: Approximate 10 mile radius to Streamwood
 - Southwest: Approximate 10 mile radius time to Elgin
 - West: Approximate 10 mile radius to Lake in the Hills
 - Northwest: Approximate 10 mile radius to Crystal Lake
 - North: Approximate 10 mile radius to Fox Lake
 - Northeast: Approximate 10 mile radius to Mundelein
3. There are four existing or approved surgery centers within BPSI's geographic service area. While all of the surgery centers provide pain management, none of the surgery centers provides the full continuum of care for musculo-skeletal disorders management, which includes pain management and orthopedic and podiatric surgery. Musculo-skeletal disorder is complex and may be best managed by a multidisciplinary team, which includes interventional pain management specialists and surgeons. Primary coordination of treatment depends on the individual patient's needs, which may change over time.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(c), Project Purpose, Background and Alternatives

Alternatives

The Applicant explored several options prior to determining to add orthopedic and podiatric surgery procedures to its ASTC. The options considered are as follows:

- a. Do nothing;
- b. Utilize existing facilities;
- c. Add orthopedic and podiatric surgery procedures to the existing ASTC.

After exploring these options, which are discussed in more detail below, the Applicant decided to add orthopedic and podiatric surgery procedures to its ASTC. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing

The first alternative considered was to maintain the status quo, whereby the Applicant would continue to provide only interventional pain management and spine surgery at the Surgery Center. BPSI currently provides interventional pain management therapies, e.g., nerve blocks, epidural injections, facet joint injections, joint/bursa injections. The addition of orthopedic and podiatric surgery to the surgery center will allow BPSI to provide a surgical option to patients for whom other treatment options have failed. Highly specialized tools and instrumentation provide for the safe and effective treatment of these disorders.

Further, the addition of orthopedic and podiatric surgery will assist BPSI in operating closer to the State Board's utilization standard. As set forth in Criterion 1110.230(b), BPSI is operating below the State Board standard of 1,500 surgical hours per operating/procedure room. While utilization has continued to increase since the facility opened in 2012, it is more likely to achieve target utilization by including this additional related surgical specialty.

While this alternative would result in no cost to the Applicant (compared to the nominal cost of adding the service), due to the fact there is no area surgery center providing the full continuum of care for musculo-skeletal disorder, this alternative was rejected. Further, surgical providers routinely make capital investments at the level contemplated by this application so these investments are essentially ordinary course capital investments. Which are well under the capital expenditure minimum for surgery centers.

Utilize Other Health Care Facilities

Another alternative the Applicant considered was utilizing existing health care facilities to provide an option for orthopedic and podiatric surgery. As previously stated, there are several surgery centers within BPSI's geographic service area that offer pain management; however, no surgery center, including BPSI, currently provides the full continuum of care for musculo-skeletal disorder, which includes pain management therapies, interventional pain management and surgery. BPSI currently provides interventional pain management therapies, e.g., nerve blocks, epidural injections, facet joint injections, joint/bursa injections.

While BPSI acknowledges there are four hospitals within the GSA where these procedures could be performed, utilizing hospitals for procedures that can be safely performed in an outpatient surgery center is not an efficient use of scarce health care resources. A 2013 article in the New York Times noted the

escalation in health care costs is largely attributed to high prices charged by hospitals.³ This article highlighted that hospitals are the most powerful players in a health care system that has little or no price regulation in the private market. Prices set by hospitals are discretionary and not connected to underlying costs or market prices. Further, according to the March 2018 Medpac Report to Congress, Medicare payment rates for most ambulatory surgical procedures performed in hospital outpatient departments (HOPDs) have become much higher than in surgery centers. In fact, for 2018, Medicare rates were 92% higher in HOPDs than surgery centers.⁴

The addition of orthopedic and podiatric surgery will allow BPSI to offer the full continuum of pain management therapies to patients suffering from chronic pain and acute musculo-skeletal condition. BPSI collaborates with a multidisciplinary team to develop an appropriate care plan. Therapy will be closely monitored and treatment plans reevaluated and adjusted to best manage patients' chronic pain. For patients who do not respond favorably to the other treatments, BPSI will be able to provide a surgical option

Due to the underutilization of the surgery center and infeasibility of utilizing other providers, this alternative was rejected.

Add Orthopedic and Podiatric Surgery Procedures to the Existing ASTC

As more fully discussed above, BPSI currently has capacity to add more surgeries. To increase utilization at the surgery center while at the same time increasing access to the full continuum of care for musculo-skeletal disorder in a lower cost setting, BPSI decided to request the addition of orthopedic and podiatric surgery procedures to the existing surgery center. After weighing this low cost option against others, it was determined that this alternative would provide the greatest benefit in terms of increased utilization and increased access to health care services.

³ Elisabeth Rosenthal, *As Hospital Prices Soar, a Stitch Tops \$500*, N.Y. TIMES, Dec. 2, 2013

⁴ Medicare Payment Advisory Commission, Report to the Congress: Medicare Payment Policy 133 (Mar. 15, 2013) available at http://www.medpac.gov/docs/default-source/reports/mar18_medpac_ch5_sec.pdf?sfvrsn=0 (last visited October 9, 2018)

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

There is no construction associated with this project. Thus, this criterion is not applicable.

The proposed project is for the addition of two surgical specialties to an existing ASTC. The existing ASTC consists of two operating rooms, one procedure room and twelve recovery stations.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

The ASTC's annual utilization shall improve to be closer to the HFSRB's utilization standard. Importantly, BPSI is not adding capacity to the planning area, but is trying to increase utilization of its existing surgery center to be closer to the HFSRB standard by adding cases. The Applicant projects that it will perform approximately 2,347 procedures in 2018. Additionally, as stated in the physician referrals letters attached at Attachment 15-A, Dr. Myron Wolf, Dr. E. Quinn Regan and Dr. Anthony Savino anticipate they will collectively perform 143 procedures at the ASTC within the first year after project completion for a total of 2,490 surgical procedures. Based upon the current experience of the referring physicians, the estimated procedure time, including prep and cleanup, is approximately 1.46 hours, or a total of 3,635 surgical hours in the first year after project completion.

Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Ms. Avery:

I am a physician specializing in Orthopaedic surgery. I write to you in support of the expansion of Barrington Pain & Spine Institute. Please accept this letter to verify my anticipated referrals to Barrington Pain & Spine Institute upon approval of the pending application to add Orthopaedic surgery and Podiatry.

During the past twelve months (October 1, 2016 to September 30, 2017), I have performed a total of 39 outpatient surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect a similar or larger case volume going forward. With the addition of these specialties at Barrington Pain & Spine, I expect to refer the patient volumes identified in Table 1 below.

Table 1 - Historical and Projected Referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to Barrington Pain & Spine Institute
Northwest Community Hospital and NWCH Day Surgery	39	23
Total	39	23

A list of the zip codes of residence for the associated patients treated within the last twelve months (October 1, 2016 to September 30, 2017) is provided below. My projected patient procedures to be performed at Barrington Pain & Spine Institute will primarily come from the geographic service area of Barrington Pain & Spine Institute.

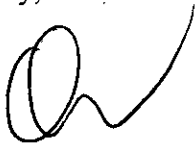
Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
60004	12
60005	4
60067	11
60010	5
60074	2
60008	2
60056	1
60194	1
60193	1
Total	39

ATTACHMENT - 15A

This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

I support the proposed expansion of surgical specialties at Barrington Pain & Spine Institute and urge the Health Facilities and Services Review Board to approve this application.

Sincerely,

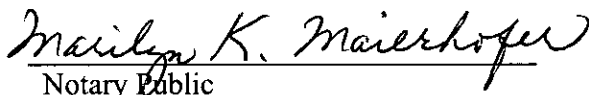


(Signature) X

Print Name: E. Quinn Regan

Practice Address:
1300 E. Central Rd
Arlington Heights, IL 60005

Subscribed and sworn to me
This 20 day of AUGUST, 2018


Notary Public



Courtney Avery
 Administrator
 Illinois Health Facilities and Services Review Board
 525 West Jefferson Street, 2nd Floor
 Springfield, Illinois 62761

Dear Ms. Avery:

I am a physician specializing in Orthopaedic surgery. I write to you in support of the expansion of Barrington Pain & Spine Institute. Please accept this letter to verify my anticipated referrals to Barrington Pain & Spine Institute upon approval of the pending application to add Orthopaedic surgery and Podiatry.

During the past twelve months June, 2017- June, 2018, I have performed a total of 240 outpatient surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect a similar or larger case volume going forward. With the addition of these specialties at Barrington Pain & Spine, I expect to refer the patient volumes identified in Table 1 below.

Table 1 - Historical and Projected Referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to Barrington Pain & Spine Institute
Good Shepherd Hospital	240	90
Total	240	90

A list of the zip codes of residence for the associated patients treated within the last twelve months (June, 2017 to June, 2018) is provided below. My projected patient procedures to be performed at Barrington Pain & Spine Institute will primarily come from the geographic service area of Barrington Pain & Spine Institute.

Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
60010	30
60013	23
60174	4
60177	6
60047	11
60102	20
60123	14
53147	1
60156	5
60192	1
60056	2

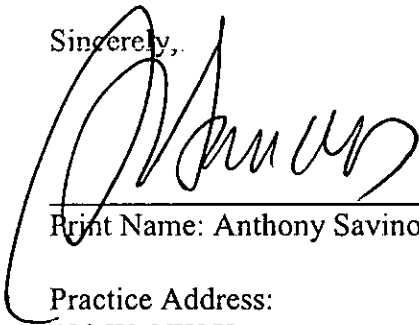
60625	1
61008	2
60110	7
60175	5
60050	9
60012	5
60118	5
60120	6
60140	6
60142	6
60014	14
60048	1
80120	1
60051	5
60124	3
60081	1
61101	1
60004	1
60136	2
60067	3
60151	1
60073	1
60115	1
60033	2
60084	6
60660	1
60042	1
60021	5
60007	1
60654	1
60134	2
85704	1
60062	1
83127	1
60563	1
60103	1
60026	1
60074	3
60020	1
60630	1
60060	2
60142	1
53115	1
60611	1
60025	1

Total	240
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This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

I support the proposed expansion of surgical specialties at Barrington Pain & Spine Institute and urge the Health Facilities and Services Review Board to approve this application.

Sincerely,



(Signature)

Print Name: Anthony Savino, M.D.

Practice Address:
420 W. NW Hwy
Suite M
Barrington, Il. 60010

Subscribed and sworn to me
This 2 day of October, 2018


Notary Public

Myron I. Wolf, D.P.M., FACFAS

Foot & Ankle Surgeon

800 Biesterfield Road, Suite 204

Elk Grove Village, IL 60007

(847) 437-7377

www.wolfpodiatry.com

Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Ms. Avery:

I am a physician specializing in Podiatry surgery. I write to you in support of the expansion of Barrington Pain & Spine Institute. Please accept this letter to verify my anticipated referrals to Barrington Pain & Spine Institute upon approval of the pending application to add Podiatry and Orthopaedic.

From January 1, 2017 to December 31, 2017, I performed a total of 160 outpatient surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect a similar or larger case volume going forward. With the addition of these specialties at Barrington Pain & Spine, I expect to refer the patient volumes identified in Table 1 below.

Table 1 - Historical and Projected Referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to Barrington Pain & Spine Institute
Alexian Brothers Medical Center	100	20
St Alexius Medical Center	30	5
Surgery Center	30	5
Total	160	30

A list of the zip codes of residence for the associated patients treated from January 1, 2017 to November 30, 2017 is provided below. My projected patient procedures to be performed at Barrington Pain & Spine Institute will primarily come from the geographic service area of Barrington Pain & Spine Institute.

Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
60014	1
60193	4
60194	1
60133	1
60007	4
60618	1
60074	1
60169	2
60013	1

ATTACHMENT - 15A

Myron I. Wolf, D.P.M., FACFAS

Foot & Ankle Surgeon

800 Biesterfield Road, Suite 204

Elk Grove Village, IL 60007

(847) 437-7377

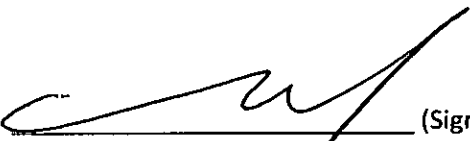
www.wolfpodiatry.com

60172	1
60101	1
60140	1
60107	1
60047	1
60191	1
60181	1
Total	24

This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

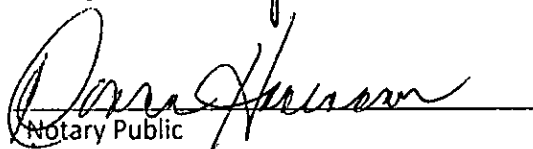
I support the proposed expansion of surgical specialties at Barrington Pain & Spine Institute and urge the Health Facilities and Services Review Board to approve this application.

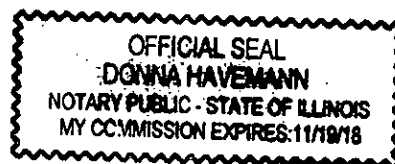
Sincerely,

 (Signature)
Print Name: Myron I. Wolf

Practice Address:
800 Biesterfield Rd, Suite 204
Elk Grove Village, IL 60007

Subscribed and sworn to me
This 14 day of Sept, 2018


Notary Public



Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(2)(B), Service to GSA Residents

- a. Attached at Attachment 25A is a map outlining the intended geographic service area ("GSA") for BPSI. As set forth in Criterion 1110.230, the surgery center will serve patients residing in and around Barrington. Accordingly, the intended primary GSA consists of those areas within a 10 mile radius from BPSI.
- b. Pursuant to Section 1100.510(d) of the HFSRB's rules, the normal drive time should be based upon the location of the applicant facility. BPSI is located in Lake County therefore the intended GSA is the radius of 10 miles from the proposed ASTC. BPSI serves Barrington and surrounding communities within a 10 mile radius of the surgery center. A list of all zip codes located, in whole or in part, within a 10 mile radius of BPSI as well as the 2010 U.S. Census figures for each zip code is provided in Table 1110.1540(b).

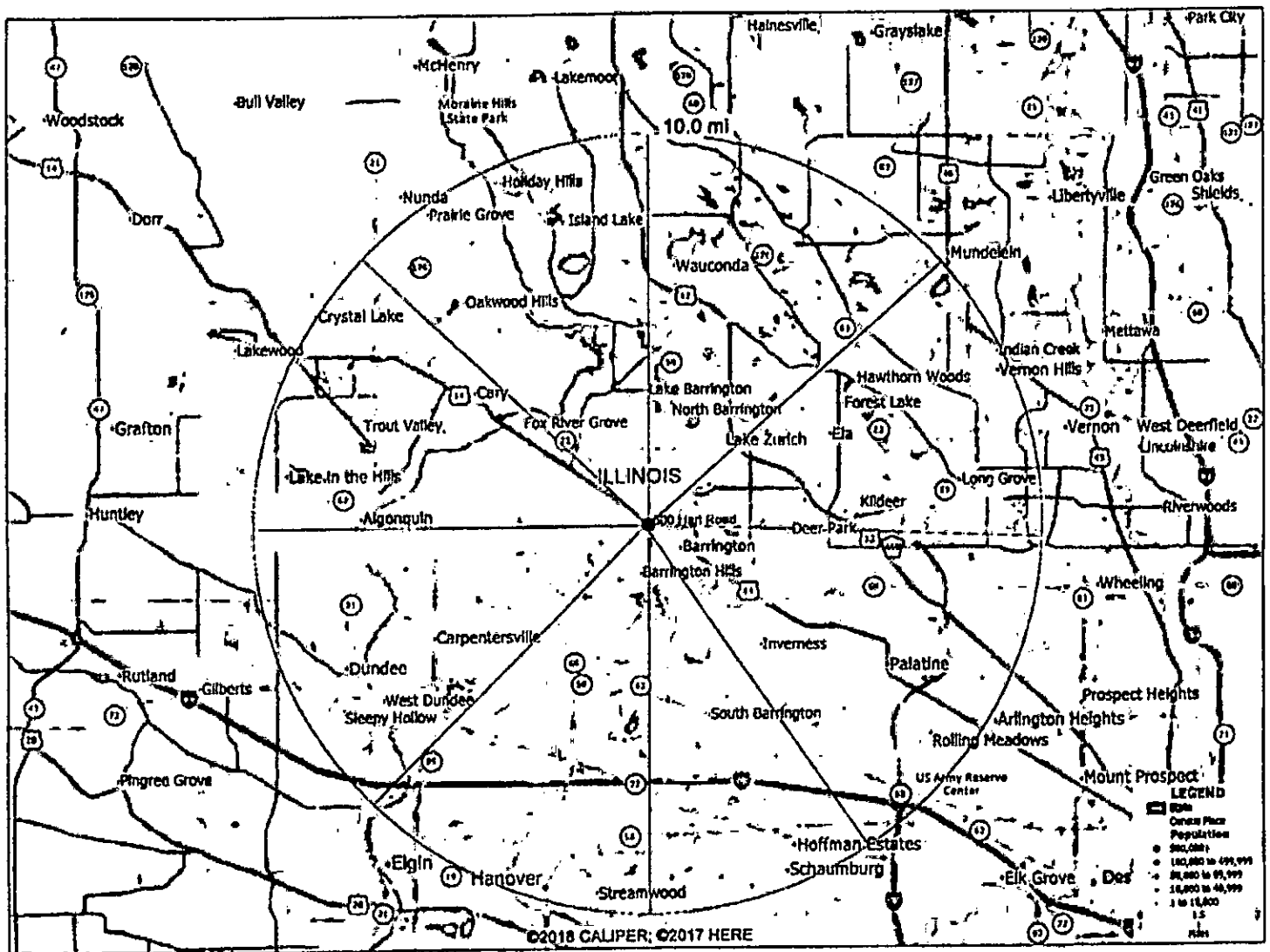
Table 1110.235		
Target Population with Geographic Service Area*		
Zip Code	City	Population
60156	Lake in the Hills	28,987
60118	Dundee	15,851
60102	Algonquin	32,193
60110	Carpentersville	38,557
60120	Elgin	50,955
60192	Hoffman Estates	16,343
60107	Streamwood	39,927
60010	Barrington	44,095
60194	Schaumburg	19,777
60169	Hoffman Estates	33,847
60195	Schaumburg	4,769
60067	Palatine	38,585
60173	Schaumburg	12,217
60008	Rolling Meadows	22,717
60074	Palatine	38,985
60004	Arlington Heights	50,582
60089	Buffalo Grove	41,533
60013	Cary	26,872
60021	Fox River Grove	5,545
60042	Island Lake	8,547
60084	Wauconda	16,771
60047	Lake Zurich	41,669
60060	Mundelein	37,189
Total		666,513

Table 1110.235 Target Population with Geographic Service Area*		
Zip Code	City	Population

Source: U.S. Census Bureau, Census 2010, American Factfinder *available at*
<http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>
 (last visited August 17, 2018)

- c. Pursuant to Section 1110.510 (d) of the HFSRB's rules, the Intended GSA shall be a 10 mile radius time from the proposed ASTC. As set forth throughout this application, BPSI will serve Barrington and surrounding areas within a 10 mile radius of the surgery center. Travel times to and from BPSI to the GSA borders are as follows:

- East: Approximate 10 mile radius to Wheeling
- Southeast: Approximate 10 mile radius to Schaumburg
- South: Approximate 10 mile radius to Streamwood
- Southwest: Approximate 10 mile radius time to Elgin
- West: Approximate 10 mile radius to Lake in the Hills
- Northwest: Approximate 10 mile radius to Crystal Lake
- North: Approximate 10 mile radius to Fox Lake
- Northeast: Approximate 10 mile radius to Mundelein



Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(3) – Service Demand-Additional ASTC Service

Physician referral letters providing the name and number of patients referred to health care facilities within the past 12 months and the projected number of referrals to the surgery center are attached at Attachment – 25B. A summary of the physician referral letters is provided in Table 1110.235(c)(3) below.

Table 1110.235(c)(3)		
Hospital/ASTC	Cases Performed in the Last 12 Months	Anticipated Referral to BPSI
Alexian Brothers Medical Center	100	20
St. Alexius Medical Center	30	5
Surgery Center	30	5
Good Shepherd Hospital	240	90
Northwest Community Hospital and NWCH Day Surgery	39	23
Total		143

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1.110.235(c)(5) Treatment Room Need Assessment

- a. As stated throughout this application, the Applicant proposes to add orthopedic and podiatry to its existing ASTC. The ASTC currently has two operating rooms, one procedure room and nine recovery stations.
- b. The Applicant estimates the average length of time per procedure will be 1.46 hours. This estimate includes 22 minutes for prep and cleanup.

V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(6), Service Accessibility

The primary purpose of this project is to offer patients residing in Barrington and the surrounding area with the full continuum of musculo-skeletal surgical care at one location and to increase utilization at Barrington Pain and Spine Institute ("BPSI"), which currently has capacity.

Currently, there are four existing or approved surgery centers within BPSI's geographic service area (10 mile radius). No surgery center, including BPSI, currently provides the full continuum of care for musculo-skeletal disorder, which includes pain management therapies, interventional pain management and surgery.

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(7), Unnecessary Duplication/Maldistribution

1. Unnecessary Duplication of Services

- a. The existing ASTC will remain in its current location at 600 Hart Road, Ste 300, Barrington, IL. A map of the proposed facility's market area is attached at Attachment- 25A. A list of all zip codes located, in or in part within 10 miles of the existing ASTC as well as the 2010 population estimates for each zip code is provided in Tabel 1110.235(c)(7)(A).

Table 1110.235(c)(7)(A) Target Population with Geographic Service Area*		
Zip Code	City	Population
60156	Lake in the Hills	28,987
60118	Dundee	15,851
60102	Algonquin	32,193
60110	Carpentersville	38,557
60120	Elgin	50,955
60192	Hoffman Estates	16,343
60107	Streamwood	39,927
60010	Barrington	44,095
60194	Schaumburg	19,777
60169	Hoffman Estates	33,847
60195	Schaumburg	4,769
60067	Palatine	38,585
60173	Schaumburg	12,217
60008	Rolling Meadows	22,717
60074	Palatine	38,985
60004	Arlington Heights	50,582
60089	Buffalo Grove	41,533
60013	Cary	26,872
60021	Fox River Grove	5,545
60042	Island Lake	8,547
60084	Wauconda	16,771
60047	Lake Zurich	41,669
60060	Mundelein	37,189
Total		666,513

Source: U.S. Census Bureau, Census 2010, American Factfinder *available at*
<http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>
 (last visited August 17, 2018)

- b. A list of all existing and approved surgery centers located within the BPSI geographic service area are identified in the table below.

Facility Name	Address	Distance in Miles
Ashton Center for Day Surgery	1800 McDonough Rd, Ste 100, Hoffman Estates, IL 60192	8.24
Hoffman Estates Surgery Center, LLC	1555 Barrington Rd, Suite 0400, Hoffman Estates, IL 60169	7.72
Northwest Surgicare	1100 W. Central Rd, Arlington Heights, IL 60005	8.93
Chicago Surgical Clinic ASTC	129 W. Rand Rd, Ste 1, Arlington Heights, IL	8.70

2. Maldistribution of Services

Ratio of operating rooms to population.

As shown in Table 110.235(c)(7)(B), the ratio of operating rooms to population is below of the state average.

TABLE 110.235(c)(7)(B)(iii) Ratio of Surgical/Treatment Rooms to Population				
	Population	Operating Rooms	Rooms to Population	Standard Met?
Geographic Service Area	666,571	21	1:3170	YES
State	12,830,632	526	1:4,026	

Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.235(c)(9) Charge Commitment

- a. A list of the procedures to be performed at the proposed facility with the proposed charge is provided in Table 1110.235(c)(9) are attached at Attachment – 25G.
- b. A letter from John V. Prunskis M.D., committing to maintain the charges listed in Table 1110.235(c)(9) on the previous page is attached at Attachment – 25G.

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
0101T	Extracorp shockwv tx hi enrg	6,580.00
0102T	Extracorp shockwv tx anesth	6,580.00
0335T	Extraosseous joint stblztn	9,035.00
11422	Exc h-f-nk-sp b9+marg 1.1-2	2,080.00
11423	Exc h-f-nk-sp b9+marg 2.1-3	2,290.00
11900	Inject skin lesions </w 7	265.00
20220	Bone biopsy trocar/needle	2,790.00
20225	Bone biopsy trocar/needle	2,790.00
20240	Bone biopsy open superficial	5,465.00
20245	Bone biopsy open deep	5,465.00
20250	Open bone biopsy	6,580.00
20251	Open bone biopsy	13,985.00
20520	Removal of foreign body	2,080.00
20525	Removal of foreign body	5,465.00
20526	Ther injection carp tunnel	380.00
20527	Inj dupuytren cord w/enzyme	380.00
20555	Place ndl musc/tis for rt	3,790.00
20605	Drain/inj joint/bursa w/o us	420.00
20610	Drain/inj joint/bursa w/o us	455.00
20612	Aspirate/inj ganglion cyst	380.00
20615	Treatment of bone cyst	970.00
20650	Insert and remove bone pin	6,580.00
20660	Apply rem fixation device	3,595.00
20662	Application of pelvis brace	3,790.00
20663	Application of thigh brace	6,580.00
20665	Removal of fixation device	885.00
20670	Removal of support implant	2,790.00
20680	Removal of support implant	5,465.00
20690	Apply bone fixation device	13,985.00
20692	Apply bone fixation device	17,120.00
20693	Adjust bone fixation device	13,985.00
20694	Remove bone fixation device	3,790.00
20696	Comp multiplane ext fixation	38,735.00
20697	Comp ext fixate strut change	3,790.00
20822	Replantation digit complete	3,790.00
20900	Removal of bone for graft	13,985.00
20902	Removal of bone for graft	13,985.00
20910	Remove cartilage for graft	1,310.00
20920	Removal of fascia for graft	3,780.00
20922	Removal of fascia for graft	4,200.00
20924	Removal of tendon for graft	13,985.00
20926	Removal of tissue for graft	7,255.00
20972	Bone/skin graft metatarsal	13,985.00
20973	Bone/skin graft great toe	13,985.00
20979	Us bone stimulation	30.00
20982	Ablate bone tumor(s) perq	13,985.00
20983	Ablate bone tumor(s) perq	13,985.00
21600	Partial removal of rib	13,985.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
21610	Partial removal of rib	12,220.00
21742	Repair stern/nuss w/o scope	5,440.00
21743	Repair sternum/nuss w/scope	5,440.00
21811	Optx of rib fx w/fixj scope	5,440.00
21812	Treatment of rib fracture	2,775.00
21813	Treatment of rib fracture	2,775.00
21820	Treat sternum fracture	580.00
23000	Removal of calcium deposits	4,915.00
23020	Release shoulder joint	6,580.00
23030	Drain shoulder lesion	4,915.00
23031	Drain shoulder bursa	2,515.00
23035	Drain shoulder bone lesion	3,415.00
23040	Exploratory shoulder surgery	5,920.00
23044	Exploratory shoulder surgery	6,580.00
23065	Biopsy shoulder tissues	2,595.00
23066	Biopsy shoulder tissues	5,465.00
23071	Exc shoulder les sc 3 cm/>	3,200.00
23073	Exc shoulder tum deep 5 cm/>	5,465.00
23075	Exc shoulder les sc < 3 cm	2,790.00
23076	Exc shoulder tum deep < 5 cm	5,465.00
23077	Resect shoulder tumor < 5 cm	5,465.00
23078	Resect shoulder tumor 5 cm/>	6,795.00
23100	Biopsy of shoulder joint	4,450.00
23101	Shoulder joint surgery	6,580.00
23105	Remove shoulder joint lining	13,985.00
23106	Incision of collarbone joint	6,580.00
23107	Explore treat shoulder joint	13,985.00
23120	Partial removal collar bone	6,580.00
23125	Removal of collar bone	6,580.00
23130	Remove shoulder bone part	6,580.00
23140	Removal of bone lesion	6,580.00
23145	Removal of bone lesion	6,580.00
23146	Removal of bone lesion	13,985.00
23150	Removal of humerus lesion	6,580.00
23155	Removal of humerus lesion	13,985.00
23156	Removal of humerus lesion	13,985.00
23170	Remove collar bone lesion	6,095.00
23172	Remove shoulder blade lesion	5,920.00
23174	Remove humerus lesion	5,920.00
23180	Remove collar bone lesion	5,920.00
23182	Remove shoulder blade lesion	5,920.00
23184	Remove humerus lesion	13,985.00
23190	Partial removal of scapula	7,210.00
23195	Removal of head of humerus	13,985.00
23330	Remove shoulder foreign body	2,190.00
23333	Remove shoulder fb deep	3,635.00
23334	Shoulder prosthesis removal	6,765.00
23395	Muscle transfer shoulder/arm	13,985.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
23397	Muscle transfers	25,975.00
23400	Fixation of shoulder blade	13,985.00
23405	Incision of tendon & muscle	13,985.00
23406	Incise tendon(s) & muscle(s)	7,175.00
23410	Repair rotator cuff acute	13,985.00
23412	Repair rotator cuff chronic	13,985.00
23415	Release of shoulder ligament	13,985.00
23420	Repair of shoulder	13,985.00
23430	Repair biceps tendon	13,985.00
23440	Remove/transplant tendon	8,160.00
23450	Repair shoulder capsule	13,985.00
23455	Repair shoulder capsule	13,985.00
23460	Repair shoulder capsule	26,085.00
23462	Repair shoulder capsule	13,985.00
23465	Repair shoulder capsule	13,985.00
23466	Repair shoulder capsule	13,985.00
23470	Reconstruct shoulder joint	28,225.00
23472	Reconstruct shoulder joint	28,890.00
23473	Revis reconst shoulder joint	15,895.00
23480	Revision of collar bone	13,985.00
23485	Revision of collar bone	26,050.00
23490	Reinforce clavicle	13,985.00
23491	Reinforce shoulder bones	26,050.00
23500	Treat clavicle fracture	580.00
23505	Treat clavicle fracture	3,790.00
23515	Treat clavicle fracture	13,985.00
23520	Treat clavicle dislocation	3,790.00
23525	Treat clavicle dislocation	580.00
23530	Treat clavicle dislocation	13,985.00
23532	Treat clavicle dislocation	13,985.00
23540	Treat clavicle dislocation	580.00
23545	Treat clavicle dislocation	1,220.00
23550	Treat clavicle dislocation	13,985.00
23552	Treat clavicle dislocation	14,140.00
23570	Treat shoulder blade fx	580.00
23575	Treat shoulder blade fx	3,790.00
23585	Treat scapula fracture	13,985.00
23600	Treat humerus fracture	580.00
23605	Treat humerus fracture	3,790.00
23615	Treat humerus fracture	18,545.00
23616	Treat humerus fracture	26,990.00
23620	Treat humerus fracture	580.00
23625	Treat humerus fracture	3,790.00
23630	Treat humerus fracture	13,985.00
23650	Treat shoulder dislocation	580.00
23655	Treat shoulder dislocation	3,790.00
23660	Treat shoulder dislocation	13,985.00
23665	Treat dislocation/fracture	3,790.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
23670	Treat dislocation/fracture	13,985.00
23675	Treat dislocation/fracture	3,790.00
23680	Treat dislocation/fracture	26,050.00
23700	Fixation of shoulder	3,790.00
23800	Fusion of shoulder joint	13,985.00
23802	Fusion of shoulder joint	26,050.00
23921	Amputation follow-up surgery	4,420.00
23930	Drainage of arm lesion	4,515.00
23931	Drainage of arm bursa	2,790.00
23935	Drain arm/elbow bone lesion	6,580.00
24000	Exploratory elbow surgery	6,580.00
24006	Release elbow joint	6,775.00
24065	Biopsy arm/elbow soft tissue	2,965.00
24066	Biopsy arm/elbow soft tissue	5,465.00
24071	Exc arm/elbow les sc 3 cm/>	5,465.00
24073	Ex arm/elbow tum deep 5 cm/>	5,465.00
24075	Exc arm/elbow les sc < 3 cm	2,790.00
24076	Ex arm/elbow tum deep < 5 cm	5,465.00
24077	Resect arm/elbow tum < 5 cm	5,465.00
24079	Resect arm/elbow tum 5 cm/>	5,720.00
24100	Biopsy elbow joint lining	6,580.00
24101	Explora/treat elbow joint	6,580.00
24102	Remove elbow joint lining	6,580.00
24105	Removal of elbow bursa	6,580.00
24110	Remove humerus lesion	6,580.00
24115	Remove/graft bone lesion	19,955.00
24116	Remove/graft bone lesion	13,985.00
24120	Remove elbow lesion	6,580.00
24125	Remove/graft bone lesion	6,580.00
24126	Remove/graft bone lesion	13,985.00
24130	Removal of head of radius	6,580.00
24134	Removal of arm bone lesion	13,985.00
24136	Remove radius bone lesion	6,580.00
24138	Remove elbow bone lesion	13,985.00
24140	Partial removal of arm bone	6,580.00
24145	Partial removal of radius	13,985.00
24147	Partial removal of elbow	6,580.00
24149	Radical resection of elbow	13,985.00
24150	Resect distal humerus tumor	8,645.00
24152	Resect radius tumor	13,985.00
24155	Removal of elbow joint	6,580.00
24160	Remove elbow joint implant	8,705.00
24164	Remove radius head implant	6,580.00
24200	Removal of arm foreign body	2,080.00
24201	Removal of arm foreign body	5,465.00
24300	Manipulate elbow w/anesth	3,790.00
24301	Muscle/tendon transfer	13,985.00
24305	Arm tendon lengthening	6,580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
24310	Revision of arm tendon	6,580.00
24320	Repair of arm tendon	13,985.00
24330	Revision of arm muscles	6,580.00
24331	Revision of arm muscles	13,985.00
24332	Tenolysis triceps	6,580.00
24340	Repair of biceps tendon	13,985.00
24341	Repair arm tendon/muscle	13,985.00
24342	Repair of ruptured tendon	13,985.00
24343	Repr elbow lat ligmnt w/tiss	8,375.00
24344	Reconstruct elbow lat ligmnt	13,985.00
24345	Repr elbw med ligmnt w/tissu	13,985.00
24346	Reconstruct elbow med ligmnt	26,050.00
24357	Repair elbow perc	3,790.00
24358	Repair elbow w/deb open	6,580.00
24359	Repair elbow deb/attch open	6,580.00
24360	Reconstruct elbow joint	13,985.00
24361	Reconstruct elbow joint	29,170.00
24362	Reconstruct elbow joint	26,050.00
24363	Replace elbow joint	31,690.00
24365	Reconstruct head of radius	26,050.00
24366	Reconstruct head of radius	17,855.00
24370	Revise reconst elbow joint	20,520.00
24371	Revise reconst elbow joint	27,205.00
24400	Revision of humerus	13,985.00
24410	Revision of humerus	26,050.00
24420	Revision of humerus	13,985.00
24430	Repair of humerus	26,050.00
24435	Repair humerus with graft	19,310.00
24470	Revision of elbow joint	6,580.00
24495	Decompression of forearm	13,985.00
24498	Reinforce humerus	26,050.00
24500	Treat humerus fracture	580.00
24505	Treat humerus fracture	3,790.00
24515	Treat humerus fracture	26,050.00
24516	Treat humerus fracture	26,050.00
24530	Treat humerus fracture	580.00
24535	Treat humerus fracture	3,790.00
24538	Treat humerus fracture	13,985.00
24545	Treat humerus fracture	19,290.00
24546	Treat humerus fracture	27,695.00
24560	Treat humerus fracture	580.00
24565	Treat humerus fracture	3,790.00
24566	Treat humerus fracture	3,790.00
24575	Treat humerus fracture	26,050.00
24576	Treat humerus fracture	580.00
24577	Treat humerus fracture	3,790.00
24579	Treat humerus fracture	26,050.00
24582	Treat humerus fracture	6,905.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
24586	Treat elbow fracture	26,050.00
24587	Treat elbow fracture	18,630.00
24600	Treat elbow dislocation	580.00
24605	Treat elbow dislocation	3,790.00
24615	Treat elbow dislocation	13,985.00
24620	Treat elbow fracture	3,790.00
24635	Treat elbow fracture	13,985.00
24640	Treat elbow dislocation	3,980.00
24650	Treat radius fracture	580.00
24655	Treat radius fracture	3,790.00
24665	Treat radius fracture	13,985.00
24666	Treat radius fracture	18,440.00
24670	Treat ulnar fracture	580.00
24675	Treat ulnar fracture	3,790.00
24685	Treat ulnar fracture	13,985.00
24800	Fusion of elbow joint	13,985.00
24802	Fusion/graft of elbow joint	26,050.00
24925	Amputation follow-up surgery	6,580.00
24935	Revision of amputation	8,645.00
25000	Incision of tendon sheath	3,790.00
25001	Incise flexor carpi radialis	3,790.00
25020	Decompress forearm 1 space	3,790.00
25023	Decompress forearm 1 space	6,580.00
25024	Decompress forearm 2 spaces	6,580.00
25025	Decompress forearm 2 spaces	3,790.00
25028	Drainage of forearm lesion	6,580.00
25031	Drainage of forearm bursa	3,935.00
25035	Treat forearm bone lesion	13,985.00
25040	Explore/treat wrist joint	6,580.00
25065	Biopsy forearm soft tissues	2,395.00
25066	Biopsy forearm soft tissues	5,465.00
25071	Exc forearm les sc 3 cm/>	3,200.00
25073	Exc forearm tum deep 3 cm/>	5,465.00
25075	Exc forearm les sc < 3 cm	2,790.00
25076	Exc forearm tum deep < 3 cm	3,045.00
25077	Resect forearm/wrist tum < 3cm	4,335.00
25078	Resect forearm/wrist tum 3cm>	5,980.00
25085	Incision of wrist capsule	6,580.00
25100	Biopsy of wrist joint	3,790.00
25101	Explore/treat wrist joint	6,580.00
25105	Remove wrist joint lining	6,580.00
25107	Remove wrist joint cartilage	6,580.00
25109	Excise tendon forearm/wrist	6,580.00
25110	Remove wrist tendon lesion	3,790.00
25111	Remove wrist tendon lesion	3,790.00
25112	Reremove wrist tendon lesion	3,790.00
25115	Remove wrist/forearm lesion	3,790.00
25116	Remove wrist/forearm lesion	6,580.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
25118	Excise wrist tendon sheath	3,790.00
25119	Partial removal of ulna	6,580.00
25120	Removal of forearm lesion	6,580.00
25125	Remove/graft forearm lesion	3,790.00
25126	Remove/graft forearm lesion	7,325.00
25130	Removal of wrist lesion	6,580.00
25135	Remove & graft wrist lesion	6,580.00
25136	Remove & graft wrist lesion	13,985.00
25145	Remove forearm bone lesion	6,580.00
25150	Partial removal of ulna	6,580.00
25151	Partial removal of radius	6,580.00
25170	Resect radius/ulnar tumor	8,645.00
25210	Removal of wrist bone	6,580.00
25215	Removal of wrist bones	6,580.00
25230	Partial removal of radius	6,580.00
25240	Partial removal of ulna	6,580.00
25248	Remove forearm foreign body	3,790.00
25250	Removal of wrist prosthesis	4,595.00
25251	Removal of wrist prosthesis	6,580.00
25259	Manipulate wrist w/anesthes	3,790.00
25260	Repair forearm tendon/muscle	6,580.00
25263	Repair forearm tendon/muscle	6,580.00
25265	Repair forearm tendon/muscle	6,580.00
25270	Repair forearm tendon/muscle	6,580.00
25272	Repair forearm tendon/muscle	6,580.00
25274	Repair forearm tendon/muscle	6,580.00
25275	Repair forearm tendon sheath	6,580.00
25280	Revise wrist/forearm tendon	6,580.00
25290	Incise wrist/forearm tendon	6,580.00
25295	Release wrist/forearm tendon	6,580.00
25300	Fusion of tendons at wrist	7,300.00
25301	Fusion of tendons at wrist	6,580.00
25310	Transplant forearm tendon	6,580.00
25312	Transplant forearm tendon	6,755.00
25315	Revise palsy hand tendon(s)	13,985.00
25316	Revise palsy hand tendon(s)	13,985.00
25320	Repair/revise wrist joint	13,985.00
25332	Revise wrist joint	21,340.00
25335	Realignment of hand	6,580.00
25337	Reconstruct ulna/radioulnar	13,985.00
25350	Revision of radius	13,045.00
25355	Revision of radius	6,850.00
25360	Revision of ulna	13,985.00
25365	Revise radius & ulna	26,050.00
25370	Revise radius or ulna	6,580.00
25375	Revise radius & ulna	6,580.00
25390	Shorten radius or ulna	13,985.00
25391	Lengthen radius or ulna	18,230.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
25392	Shorten radius & ulna	6,580.00
25393	Lengthen radius & ulna	6,580.00
25394	Repair carpal bone shorten	6,580.00
25400	Repair radius or ulna	13,985.00
25405	Repair/graft radius or ulna	13,985.00
25415	Repair radius & ulna	13,985.00
25420	Repair/graft radius & ulna	14,855.00
25425	Repair/graft radius or ulna	13,985.00
25426	Repair/graft radius & ulna	6,580.00
25430	Vasc graft into carpal bone	6,580.00
25431	Repair nonunion carpal bone	13,985.00
25440	Repair/graft wrist bone	13,985.00
25441	Reconstruct wrist joint	22,795.00
25442	Reconstruct wrist joint	26,120.00
25443	Reconstruct wrist joint	23,905.00
25444	Reconstruct wrist joint	27,975.00
25445	Reconstruct wrist joint	22,795.00
25446	Wrist replacement	30,140.00
25447	Repair wrist joints	22,640.00
25449	Remove wrist joint implant	13,985.00
25450	Revision of wrist joint	6,580.00
25455	Revision of wrist joint	6,580.00
25490	Reinforce radius	16,440.00
25491	Reinforce ulna	26,050.00
25492	Reinforce radius and ulna	6,580.00
25500	Treat fracture of radius	580.00
25505	Treat fracture of radius	3,790.00
25515	Treat fracture of radius	13,985.00
25520	Treat fracture of radius	3,790.00
25525	Treat fracture of radius	13,985.00
25526	Treat fracture of radius	13,985.00
25530	Treat fracture of ulna	580.00
25535	Treat fracture of ulna	810.00
25545	Treat fracture of ulna	13,985.00
25560	Treat fracture radius & ulna	580.00
25565	Treat fracture radius & ulna	3,790.00
25574	Treat fracture radius & ulna	13,985.00
25575	Treat fracture radius/ulna	13,985.00
25600	Treat fracture radius/ulna	580.00
25605	Treat fracture radius/ulna	3,790.00
25606	Treat fx distal radial	6,580.00
25607	Treat fx rad extra-articul	10,395.00
25608	Treat fx rad intra-articul	10,590.00
25609	Treat fx radial 3+ frag	10,785.00
25622	Treat wrist bone fracture	580.00
25624	Treat wrist bone fracture	3,790.00
25628	Treat wrist bone fracture	13,985.00
25630	Treat wrist bone fracture	580.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
25635	Treat wrist bone fracture	3,790.00
25645	Treat wrist bone fracture	6,955.00
25650	Treat wrist bone fracture	580.00
25651	Pin ulnar styloid fracture	6,580.00
25652	Treat fracture ulnar styloid	13,985.00
25660	Treat wrist dislocation	580.00
25670	Treat wrist dislocation	8,325.00
25671	Pin radioulnar dislocation	6,580.00
25675	Treat wrist dislocation	600.00
25676	Treat wrist dislocation	13,985.00
25680	Treat wrist fracture	605.00
25685	Treat wrist fracture	8,795.00
25690	Treat wrist dislocation	3,790.00
25695	Treat wrist dislocation	13,985.00
25800	Fusion of wrist joint	13,985.00
25805	Fusion/graft of wrist joint	14,970.00
25810	Fusion/graft of wrist joint	26,050.00
25820	Fusion of hand bones	13,985.00
25825	Fuse hand bones with graft	13,985.00
25830	Fusion radioulnar jnt/ulna	13,985.00
25907	Amputation follow-up surgery	6,580.00
25908	Amputation follow-up surgery	4,535.00
25922	Amputate hand at wrist	3,790.00
25929	Amputation follow-up surgery	4,200.00
25931	Amputation follow-up surgery	6,580.00
26010	Drainage of finger abscess	455.00
26011	Drainage of finger abscess	2,790.00
26020	Drain hand tendon sheath	6,580.00
26025	Drainage of palm bursa	3,790.00
26030	Drainage of palm bursas	6,580.00
26034	Treat hand bone lesion	3,790.00
26035	Decompress fingers/hand	3,790.00
26037	Decompress fingers/hand	3,790.00
26040	Release palm contracture	3,790.00
26045	Release palm contracture	6,580.00
26055	Incise finger tendon sheath	3,790.00
26060	Incision of finger tendon	3,790.00
26070	Explore/treat hand joint	3,790.00
26075	Explore/treat finger joint	6,580.00
26080	Explore/treat finger joint	3,790.00
26100	Biopsy hand joint lining	6,580.00
26105	Biopsy finger joint lining	6,580.00
26110	Biopsy finger joint lining	3,790.00
26111	Exc hand les sc 1.5 cm/>	2,875.00
26113	Exc hand tum deep 1.5 cm/>	3,175.00
26115	Exc hand les sc < 1.5 cm	2,790.00
26116	Exc hand tum deep < 1.5 cm	2,790.00
26117	Rad resect hand tumor < 3 cm	5,465.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
<input type="checkbox"/> 26118	Rad resect hand tumor 3 cm/>>	5,465.00
26121	Release palm contracture	6,580.00
<input type="checkbox"/> 26123	Release palm contracture	6,580.00
26130	Remove wrist joint lining	6,580.00
<input type="checkbox"/> 26135	Revise finger joint each	6,580.00
26140	Revise finger joint each	3,790.00
<input type="checkbox"/> 26145	Tendon excision palm/finger	3,790.00
26160	Remove tendon sheath lesion	3,790.00
<input type="checkbox"/> 26170	Removal of palm tendon each	3,790.00
26180	Removal of finger tendon	3,790.00
<input type="checkbox"/> 26185	Remove finger bone	3,790.00
26200	Remove hand bone lesion	3,790.00
<input type="checkbox"/> 26205	Remove/graft bone lesion	13,985.00
26210	Removal of finger lesion	3,790.00
<input type="checkbox"/> 26215	Remove/graft finger lesion	6,580.00
26230	Partial removal of hand bone	6,580.00
<input type="checkbox"/> 26235	Partial removal finger bone	3,790.00
26236	Partial removal finger bone	3,790.00
<input type="checkbox"/> 26250	Extensive hand surgery	3,790.00
26260	Resect prox finger tumor	6,580.00
<input type="checkbox"/> 26262	Resect distal finger tumor	3,790.00
26320	Removal of implant from hand	2,790.00
<input type="checkbox"/> 26340	Manipulate finger w/anesth	3,790.00
26341	Manipulat palm cord post inj	335.00
<input type="checkbox"/> 26350	Repair finger/hand tendon	6,580.00
26352	Repair/graft hand tendon	6,580.00
<input type="checkbox"/> 26356	Repair finger/hand tendon	6,580.00
26357	Repair finger/hand tendon	6,580.00
<input type="checkbox"/> 26358	Repair/graft hand tendon	6,580.00
26370	Repair finger/hand tendon	6,580.00
<input type="checkbox"/> 26372	Repair/graft hand tendon	13,985.00
26373	Repair finger/hand tendon	6,580.00
<input type="checkbox"/> 26390	Revise hand/finger tendon	13,985.00
26392	Repair/graft hand tendon	13,985.00
<input type="checkbox"/> 26410	Repair hand tendon	3,790.00
26412	Repair/graft hand tendon	6,580.00
<input type="checkbox"/> 26415	Excision hand/finger tendon	3,790.00
26416	Graft hand or finger tendon	6,580.00
<input type="checkbox"/> 26418	Repair finger tendon	3,790.00
26420	Repair/graft finger tendon	6,580.00
<input type="checkbox"/> 26426	Repair finger/hand tendon	6,580.00
26428	Repair/graft finger tendon	6,580.00
<input type="checkbox"/> 26432	Repair finger tendon	3,790.00
26433	Repair finger tendon	6,580.00
<input type="checkbox"/> 26434	Repair/graft finger tendon	6,580.00
26437	Realignment of tendons	3,790.00
<input type="checkbox"/> 26440	Release palm/finger tendon	3,790.00
26442	Release palm & finger tendon	6,580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
26445	Release hand/finger tendon	6,580.00
26449	Release forearm/hand tendon	7,210.00
26450	Incision of palm tendon	6,580.00
26455	Incision of finger tendon	3,790.00
26460	Incise hand/finger tendon	3,790.00
26471	Fusion of finger tendons	6,580.00
26474	Fusion of finger tendons	3,790.00
26476	Tendon lengthening	3,790.00
26477	Tendon shortening	6,580.00
26478	Lengthening of hand tendon	6,580.00
26479	Shortening of hand tendon	3,790.00
26480	Transplant hand tendon	6,580.00
26483	Transplant/graft hand tendon	6,580.00
26485	Transplant palm tendon	6,580.00
26489	Transplant/graft palm tendon	6,580.00
26490	Revise thumb tendon	6,580.00
26492	Tendon transfer with graft	6,580.00
26494	Hand tendon/muscle transfer	6,580.00
26496	Revise thumb tendon	6,580.00
26497	Finger tendon transfer	6,580.00
26498	Finger tendon transfer	6,580.00
26499	Revision of finger	3,790.00
26500	Hand tendon reconstruction	13,985.00
26502	Hand tendon reconstruction	6,580.00
26508	Release thumb contracture	6,580.00
26510	Thumb tendon transfer	6,580.00
26516	Fusion of knuckle joint	6,580.00
26517	Fusion of knuckle joints	6,805.00
26518	Fusion of knuckle joints	8,105.00
26520	Release knuckle contracture	6,580.00
26525	Release finger contracture	3,790.00
26530	Revise knuckle joint	21,875.00
26531	Revise knuckle with implant	18,295.00
26535	Revise finger joint	21,875.00
26536	Revise/implant finger joint	18,980.00
26540	Repair hand joint	6,580.00
26541	Repair hand joint with graft	6,860.00
26542	Repair hand joint with graft	6,580.00
26545	Reconstruct finger joint	6,580.00
26546	Repair nonunion hand	13,985.00
26548	Reconstruct finger joint	6,580.00
26550	Construct thumb replacement	6,580.00
26555	Positional change of finger	13,985.00
26560	Repair of web finger	3,790.00
26561	Repair of web finger	9,245.00
26562	Repair of web finger	6,580.00
26565	Correct metacarpal flaw	6,580.00
26567	Correct finger deformity	6,580.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
26568	Lengthen metacarpal/finger	13,985.00
26580	Repair hand deformity	6,580.00
26587	Reconstruct extra finger	6,580.00
26590	Repair finger deformity	3,790.00
26591	Repair muscles of hand	3,790.00
26593	Release muscles of hand	6,580.00
26596	Excision constricting tissue	6,580.00
26600	Treat metacarpal fracture	580.00
26605	Treat metacarpal fracture	795.00
26607	Treat metacarpal fracture	3,790.00
26608	Treat metacarpal fracture	6,580.00
26615	Treat metacarpal fracture	6,580.00
26641	Treat thumb dislocation	580.00
26645	Treat thumb fracture	3,790.00
26650	Treat thumb fracture	6,580.00
26665	Treat thumb fracture	6,580.00
26670	Treat hand dislocation	580.00
26675	Treat hand dislocation	3,790.00
26676	Pin hand dislocation	6,580.00
26685	Treat hand dislocation	6,580.00
26686	Treat hand dislocation	6,580.00
26700	Treat knuckle dislocation	580.00
26705	Treat knuckle dislocation	3,790.00
26706	Pin knuckle dislocation	6,580.00
26715	Treat knuckle dislocation	6,580.00
26720	Treat finger fracture each	580.00
26725	Treat finger fracture each	960.00
26727	Treat finger fracture each	6,580.00
26735	Treat finger fracture each	6,580.00
26740	Treat finger fracture each	580.00
26742	Treat finger fracture each	3,790.00
26746	Treat finger fracture each	6,580.00
26750	Treat finger fracture each	580.00
26755	Treat finger fracture each	580.00
26756	Pin finger fracture each	6,580.00
26765	Treat finger fracture each	6,580.00
26770	Treat finger dislocation	580.00
26775	Treat finger dislocation	975.00
26776	Pin finger dislocation	6,580.00
26785	Treat finger dislocation	6,580.00
26820	Thumb fusion with graft	13,985.00
26841	Fusion of thumb	13,985.00
26842	Thumb fusion with graft	13,985.00
26843	Fusion of hand joint	13,985.00
26844	Fusion/graft of hand joint	13,985.00
26850	Fusion of knuckle	13,985.00
26852	Fusion of knuckle with graft	13,985.00
26860	Fusion of finger joint	6,580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
26862	Fusion/graft of finger joint	6,580.00
26910	Amputate metacarpal bone	6,580.00
26951	Amputation of finger/thumb	6,580.00
26952	Amputation of finger/thumb	6,580.00
26990	Drainage of pelvis lesion	6,580.00
26991	Drainage of pelvis bursa	3,790.00
27000	Incision of hip tendon	3,790.00
27001	Incision of hip tendon	6,580.00
27003	Incision of hip tendon	13,985.00
27006	Incision of hip tendons	6,755.00
27027	Buttock fasciotomy	8,645.00
27033	Exploration of hip joint	7,675.00
27035	Denervation of hip joint	6,580.00
27040	Biopsy of soft tissues	2,790.00
27041	Biopsy of soft tissues	2,790.00
27043	Exc hip pelvis les sc 3 cm/>	5,465.00
27045	Exc hip/pelv tum deep 5 cm/>	5,465.00
27047	Exc hip/pelvis les sc < 3 cm	5,465.00
27048	Exc hip/pelv tum deep < 5 cm	5,465.00
27049	Resect hip/pelv tum < 5 cm	5,530.00
27050	Biopsy of sacroiliac joint	4,175.00
27062	Biopsy of hip joint	3,790.00
27057	Buttock fasciotomy w/dbrdmt	2,085.00
27059	Resect hip/pelv tum 5 cm/>	6,210.00
27060	Removal of ischial bursa	6,580.00
27062	Remove femur lesion/bursa	6,580.00
27065	Remove hip bone les super	6,580.00
27066	Remove hip bone les deep	7,070.00
27067	Remove/graft hip bone lesion	13,985.00
27080	Removal of tail bone	6,580.00
27086	Remove hip foreign body	2,875.00
27087	Remove hip foreign body	6,580.00
27097	Revision of hip tendon	6,580.00
27098	Transfer tendon to pelvis	3,790.00
27100	Transfer of abdominal muscle	13,985.00
27105	Transfer of spinal muscle	9,165.00
27110	Transfer of iliopsoas muscle	14,495.00
27111	Transfer of iliopsoas muscle	6,580.00
27125	Partial hip replacement	25,412.00
27130	Total hip arthroplasty	28,235.00
27179	Revise head/neck of femur	8,645.00
27197	Clsd tx pelvic ring fx	580.00
27198	Clsd tx pelvic ring fx	580.00
27200	Treat tail bone fracture	550.00
27202	Treat tail bone fracture	6,580.00
27220	Treat hip socket fracture	580.00
27230	Treat thigh fracture	710.00
27235	Treat thigh fracture	9,040.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
<input type="checkbox"/> 27238	Treat thigh fracture	3,790.00
27246	Treat thigh fracture	675.00
<input type="checkbox"/> 27250	Treat hip dislocation	580.00
27252	Treat hip dislocation	3,790.00
<input type="checkbox"/> 27256	Treat hip dislocation	580.00
27257	Treat hip dislocation	3,790.00
<input type="checkbox"/> 27265	Treat hip dislocation	580.00
27266	Treat hip dislocation	3,790.00
<input type="checkbox"/> 27267	Cltx thigh fx	3,790.00
27275	Manipulation of hip joint	3,790.00
<input type="checkbox"/> 27279	Arthrodesis sacroiliac joint	28,470.00
27301	Drain thigh/knee lesion	5,465.00
<input type="checkbox"/> 27305	Incise thigh tendon & fascia	6,580.00
27306	Incision of thigh tendon	3,790.00
<input type="checkbox"/> 27307	Incision of thigh tendons	6,580.00
27310	Exploration of knee joint	6,580.00
<input type="checkbox"/> 27323	Biopsy thigh soft tissues	2,790.00
27324	Biopsy thigh soft tissues	5,465.00
<input type="checkbox"/> 27325	Neurectomy hamstring	4,040.00
27326	Neurectomy popliteal	7,635.00
<input type="checkbox"/> 27327	Exc thigh/knee les sc < 3 cm	2,940.00
27328	Exc thigh/knee tum deep <5cm	5,465.00
<input type="checkbox"/> 27329	Resect thigh/knee tum < 5 cm	5,785.00
27330	Biopsy knee joint lining	6,580.00
<input type="checkbox"/> 27331	Explore/treat knee joint	6,580.00
27332	Removal of knee cartilage	6,580.00
<input type="checkbox"/> 27333	Removal of knee cartilage	6,580.00
27334	Remove knee joint lining	6,915.00
<input type="checkbox"/> 27335	Remove knee joint lining	13,985.00
27337	Exc thigh/knee les sc 3 cm/>	5,465.00
<input type="checkbox"/> 27339	Exc thigh/knee tum dep 5cm/>	5,465.00
27340	Removal of kneecap bursa	6,580.00
<input type="checkbox"/> 27345	Removal of knee cyst	6,580.00
27347	Remove knee cyst	6,580.00
<input type="checkbox"/> 27350	Removal of kneecap	6,580.00
27355	Remove femur lesion	6,580.00
<input type="checkbox"/> 27356	Remove femur lesion/graft	26,050.00
27357	Remove femur lesion/graft	13,985.00
<input type="checkbox"/> 27360	Partial removal leg bone(s)	6,580.00
27364	Resect thigh/knee tum 5 cm/>	6,910.00
<input type="checkbox"/> 27372	Removal of foreign body	5,465.00
27380	Repair of kneecap tendon	13,985.00
<input type="checkbox"/> 27381	Repair/graft kneecap tendon	13,985.00
27385	Repair of thigh muscle	13,985.00
<input type="checkbox"/> 27386	Repair/graft of thigh muscle	13,985.00
27390	Incision of thigh tendon	6,580.00
<input type="checkbox"/> 27391	Incision of thigh tendons	6,580.00
27392	Incision of thigh tendons	8,040.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
27393	Lengthening of thigh tendon	6,580.00
27394	Lengthening of thigh tendons	13,985.00
27395	Lengthening of thigh tendons	7,970.00
27396	Transplant of thigh tendon	13,985.00
27397	Transplants of thigh tendons	13,985.00
27400	Revise thigh muscles/tendons	13,985.00
27403	Repair of knee cartilage	9,345.00
27405	Repair of knee ligament	13,985.00
27407	Repair of knee ligament	13,985.00
27409	Repair of knee ligaments	13,985.00
27412	Autochondrocyte implant knee	14,935.00
27415	Osteochondral knee allograft	24,090.00
27416	Osteochondral knee autograft	13,985.00
27418	Repair degenerated kneecap	13,985.00
27420	Revision of unstable kneecap	13,985.00
27422	Revision of unstable kneecap	13,985.00
27424	Revision/removal of kneecap	13,985.00
27425	Lat retinacular release open	6,580.00
27427	Reconstruction knee	13,985.00
27428	Reconstruction knee	26,050.00
27429	Reconstruction knee	26,050.00
27430	Revision of thigh muscles	13,985.00
27435	Incision of knee joint	7,715.00
27437	Revise kneecap	13,985.00
27438	Revise kneecap with implant	18,670.00
27440	Revision of knee joint	19,850.00
27441	Revision of knee joint	30,605.00
27442	Revision of knee joint	20,025.00
27443	Revision of knee joint	26,050.00
27445	Revision of knee joint	27,245.00
27446	Revision of knee joint	20,445.00
27447	Total knee arthroplasty	27,245.00
27475	Surgery to stop leg growth	13,985.00
27477	Surgery to stop leg growth	4,080.00
27479	Surgery to stop leg growth	10,050.00
27485	Surgery to stop leg growth	4,080.00
27486	Revise/replace knee joint	28,010.00
27487	Revise/replace knee joint	28,010.00
27488	Removal of knee prosthesis	28,010.00
27496	Decompression of thigh/knee	6,580.00
27497	Decompression of thigh/knee	6,580.00
27498	Decompression of thigh/knee	4,585.00
27499	Decompression of thigh/knee	6,580.00
27500	Treatment of thigh fracture	580.00
27501	Treatment of thigh fracture	645.00
27502	Treatment of thigh fracture	3,790.00
27503	Treatment of thigh fracture	3,790.00
27508	Treatment of thigh fracture	705.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
27509	Treatment of thigh fracture	13,985.00
27510	Treatment of thigh fracture	3,790.00
27516	Treat thigh fx growth plate	1,125.00
27517	Treat thigh fx growth plate	3,790.00
27520	Treat kneecap fracture	580.00
27524	Treat kneecap fracture	13,985.00
27530	Treat knee fracture	580.00
27532	Treat knee fracture	6,580.00
27535	Treat knee fracture	-
27538	Treat knee fracture(s)	580.00
27550	Treat knee dislocation	580.00
27552	Treat knee dislocation	3,790.00
27560	Treat kneecap dislocation	580.00
27562	Treat kneecap dislocation	1,320.00
27566	Treat kneecap dislocation	13,985.00
27570	Fixation of knee joint	3,790.00
27594	Amputation follow-up surgery	6,580.00
27600	Decompression of lower leg	6,580.00
27601	Decompression of lower leg	6,875.00
27602	Decompression of lower leg	6,580.00
27603	Drain lower leg lesion	5,465.00
27604	Drain lower leg bursa	3,790.00
27605	Incision of achilles tendon	3,790.00
27606	Incision of achilles tendon	6,580.00
27607	Treat lower leg bone lesion	7,720.00
27610	Explore/treat ankle joint	6,580.00
27612	Exploration of ankle joint	6,645.00
27613	Biopsy lower leg soft tissue	2,380.00
27614	Biopsy lower leg soft tissue	5,465.00
27615	Resect leg/ankle tum < 5 cm	5,465.00
27616	Resect leg/ankle tum 5 cm/>	6,070.00
27618	Exc leg/ankle tum < 3 cm	2,810.00
27619	Exc leg/ankle tum deep < 5 cm	5,465.00
27620	Explore/treat ankle joint	6,580.00
27625	Remove ankle joint lining	6,580.00
27626	Remove ankle joint lining	6,580.00
27630	Removal of tendon lesion	6,580.00
27632	Exc leg/ankle les sc 3 cm/>	5,465.00
27634	Exc leg/ankle tum dep 5 cm/>	5,465.00
27635	Remove lower leg bone lesion	6,580.00
27637	Remove/graft leg bone lesion	13,985.00
27638	Remove/graft leg bone lesion	13,985.00
27640	Partial removal of tibia	6,580.00
27641	Partial removal of fibula	6,580.00
27647	Resect talus/calcaneus tum	8,155.00
27650	Repair achilles tendon	6,710.00
27652	Repair/graft achilles tendon	13,985.00
27654	Repair of achilles tendon	13,985.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
27656	Repair leg fascia defect	6,580.00
27658	Repair of leg tendon each	6,580.00
27659	Repair of leg tendon each	13,985.00
27664	Repair of leg tendon each	13,985.00
27665	Repair of leg tendon each	13,985.00
27675	Repair lower leg tendons	6,580.00
27676	Repair lower leg tendons	13,985.00
27680	Release of lower leg tendon	6,580.00
27681	Release of lower leg tendons	6,580.00
27685	Revision of lower leg tendon	6,580.00
27686	Revise lower leg tendons	6,580.00
27687	Revision of calf tendon	6,580.00
27690	Revise lower leg tendon	13,985.00
27691	Revise lower leg tendon	13,985.00
27695	Repair of ankle ligament	13,985.00
27696	Repair of ankle ligaments	13,985.00
27698	Repair of ankle ligament	13,985.00
27700	Revision of ankle joint	21,375.00
27702	Reconstruct ankle joint	27,245.00
27703	Reconstruction ankle joint	27,245.00
27704	Removal of ankle implant	6,580.00
27705	Incision of tibia	13,985.00
27707	Incision of fibula	9,165.00
27709	Incision of tibia & fibula	26,050.00
27720	Repair of tibia	13,985.00
27722	Repair/graft of tibia	16,115.00
27726	Repair fibula nonunion	13,985.00
27730	Repair of tibia epiphysis	6,580.00
27732	Repair of fibula epiphysis	6,580.00
27734	Repair lower leg epiphyses	6,580.00
27740	Repair of leg epiphyses	4,730.00
27742	Repair of leg epiphyses	6,580.00
27745	Reinforce tibia	13,985.00
27750	Treatment of tibia fracture	580.00
27752	Treatment of tibia fracture	3,790.00
27756	Treatment of tibia fracture	13,985.00
27758	Treatment of tibia fracture	26,050.00
27759	Treatment of tibia fracture	26,050.00
27760	Cltx medial ankle fx	580.00
27762	Cltx med ankle fx w/mnpj	3,790.00
27766	Optx medial ankle fx	13,985.00
27767	Cltx post ankle fx	580.00
27768	Cltx post ankle fx w/mnpj	3,790.00
27769	Optx post ankle fx	13,985.00
27780	Treatment of fibula fracture	580.00
27781	Treatment of fibula fracture	3,790.00
27784	Treatment of fibula fracture	13,985.00
27786	Treatment of ankle fracture	580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
<input type="checkbox"/> 27788	Treatment of ankle fracture	1,255.00
27792	Treatment of ankle fracture	13,985.00
<input type="checkbox"/> 27808	Treatment of ankle fracture	580.00
27810	Treatment of ankle fracture	3,790.00
<input type="checkbox"/> 27814	Treatment of ankle fracture	13,985.00
27816	Treatment of ankle fracture	580.00
<input type="checkbox"/> 27818	Treatment of ankle fracture	3,790.00
27822	Treatment of ankle fracture	13,985.00
<input type="checkbox"/> 27823	Treatment of ankle fracture	13,985.00
27824	Treat lower leg fracture	595.00
<input type="checkbox"/> 27825	Treat lower leg fracture	3,790.00
27826	Treat lower leg fracture	13,985.00
<input type="checkbox"/> 27827	Treat lower leg fracture	26,050.00
27828	Treat lower leg fracture	26,050.00
<input type="checkbox"/> 27829	Treat lower leg joint	13,985.00
27830	Treat lower leg dislocation	580.00
<input type="checkbox"/> 27831	Treat lower leg dislocation	6,580.00
27832	Treat lower leg dislocation	13,985.00
<input type="checkbox"/> 27840	Treat ankle dislocation	580.00
27842	Treat ankle dislocation	3,790.00
<input type="checkbox"/> 27846	Treat ankle dislocation	13,985.00
27848	Treat ankle dislocation	13,985.00
<input type="checkbox"/> 27860	Fixation of ankle joint	3,790.00
27870	Fusion of ankle joint open	19,470.00
<input type="checkbox"/> 27871	Fusion of tibiotalar joint	26,050.00
27884	Amputation follow-up surgery	6,580.00
<input type="checkbox"/> 27889	Amputation of foot at ankle	13,985.00
27892	Decompression of leg	6,580.00
<input type="checkbox"/> 27893	Decompression of leg	13,985.00
27894	Decompression of leg	3,790.00
<input type="checkbox"/> 28001	Drainage of bursa of foot	918.00
28002	Treatment of foot infection	3,790.00
<input type="checkbox"/> 28003	Treatment of foot infection	6,580.00
28005	Treat foot bone lesion	6,580.00
<input type="checkbox"/> 28008	Incision of foot fascia	6,580.00
28010	Incision of toe tendon	1,405.00
<input type="checkbox"/> 28011	Incision of toe tendons	3,790.00
28020	Exploration of foot joint	6,580.00
<input type="checkbox"/> 28022	Exploration of foot joint	6,580.00
28024	Exploration of toe joint	3,790.00
<input type="checkbox"/> 28035	Decompression of tibia nerve	4,040.00
28039	Exc foot/toe tum sc 1.5 cm/>	5,465.00
<input type="checkbox"/> 28041	Exc foot/toe tum dep 1.5cm/>	5,465.00
28043	Exc foot/toe tum sc < 1.5 cm	3,070.00
<input type="checkbox"/> 28045	Exc foot/toe tum deep <1.5cm	5,465.00
28046	Resect foot/toe tumor < 3 cm	5,465.00
<input type="checkbox"/> 28047	Resect foot/toe tumor 3 cm/>	5,465.00
28050	Blopsy of foot joint lining	6,580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
28052	Biopsy of foot joint lining	6,580.00
28054	Biopsy of toe joint lining	6,580.00
28055	Neurectomy foot	4,040.00
28060	Partial removal foot fascia	6,580.00
28062	Removal of foot fascia	6,580.00
28070	Removal of foot joint lining	6,580.00
28072	Removal of foot joint lining	6,580.00
28080	Removal of foot lesion	3,790.00
28086	Excise foot tendon sheath	6,580.00
28088	Excise foot tendon sheath	6,610.00
28090	Removal of foot lesion	3,790.00
28092	Removal of toe lesions	3,790.00
28100	Removal of ankle/heel lesion	6,580.00
28102	Remove/graft foot lesion	13,985.00
28103	Remove/graft foot lesion	13,985.00
28104	Removal of foot lesion	6,580.00
28106	Remove/graft foot lesion	13,985.00
28107	Remove/graft foot lesion	13,985.00
28108	Removal of toe lesions	3,790.00
28110	Part removal of metatarsal	6,580.00
28111	Part removal of metatarsal	6,580.00
28112	Part removal of metatarsal	6,580.00
28113	Part removal of metatarsal	6,580.00
28114	Removal of metatarsal heads	6,580.00
28116	Revision of foot	6,580.00
28118	Removal of heel bone	6,580.00
28119	Removal of heel spur	6,580.00
28120	Part removal of ankle/heel	6,580.00
28122	Partial removal of foot bone	6,580.00
28124	Partial removal of toe	3,175.00
28126	Partial removal of toe	3,790.00
28130	Removal of ankle bone	6,580.00
28140	Removal of metatarsal	6,580.00
28150	Removal of toe	6,580.00
28153	Partial removal of toe	3,790.00
28160	Partial removal of toe	6,580.00
28171	Resect tarsal tumor	6,580.00
28173	Resect metatarsal tumor	6,580.00
28175	Resect phalanx of toe tumor	3,790.00
28190	Removal of foot foreign body	1,230.00
28192	Removal of foot foreign body	2,865.00
28193	Removal of foot foreign body	2,915.00
28200	Repair of foot tendon	6,580.00
28202	Repair/graft of foot tendon	13,985.00
28208	Repair of foot tendon	6,580.00
28210	Repair/graft of foot tendon	13,985.00
28220	Release of foot tendon	2,085.00
28222	Release of foot tendons	6,580.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
28225	Release of foot tendon	6,580.00
28226	Release of foot tendons	4,190.00
28230	Incision of foot tendon(s)	3,440.00
28232	Incision of toe tendon	2,430.00
28234	Incision of foot tendon	3,790.00
28238	Revision of foot tendon	13,985.00
28240	Release of big toe	6,580.00
28250	Revision of foot fascia	6,580.00
28260	Release of midfoot joint	3,790.00
28261	Revision of foot tendon	3,790.00
28262	Revision of foot and ankle	13,985.00
28264	Release of midfoot joint	3,790.00
28270	Release of foot contracture	6,580.00
28272	Release of toe joint each	2,660.00
28280	Fusion of toes	6,580.00
28285	Repair of hammertoe	6,580.00
28286	Repair of hammertoe	3,790.00
28288	Partial removal of foot bone	6,580.00
28289	Corrj halux rigidus w/o implt	6,580.00
28291	Corrj halux rigidus w/implt	10,050.00
28292	Correction hallux valgus	6,580.00
28295	Correction hallux valgus	6,580.00
28296	Correction hallux valgus	6,580.00
28297	Correction hallux valgus	13,985.00
28298	Correction hallux valgus	13,985.00
28299	Correction hallux valgus	6,810.00
28300	Incision of heel bone	13,985.00
28302	Incision of ankle bone	13,985.00
28304	Incision of midfoot bones	13,985.00
28305	Incise/graft midfoot bones	17,360.00
28306	Incision of metatarsal	13,985.00
28307	Incision of metatarsal	9,865.00
28308	Incision of metatarsal	6,580.00
28309	Incision of metatarsals	13,985.00
28310	Revision of big toe	6,965.00
28312	Revision of toe	6,580.00
28313	Repair deformity of toe	6,580.00
28315	Removal of sesamoid bone	6,580.00
28320	Repair of foot bones	26,050.00
28322	Repair of metatarsals	13,985.00
28340	Resect enlarged toe tissue	3,790.00
28341	Resect enlarged toe	6,580.00
28344	Repair extra toe(s)	6,580.00
28345	Repair webbed toe(s)	3,790.00
28360	Reconstruct cleft foot	8,645.00
28400	Treatment of heel fracture	580.00
28405	Treatment of heel fracture	3,135.00
28406	Treatment of heel fracture	13,985.00

**BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT**

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
28415	Treat heel fracture	13,985.00
28420	Treat/graft heel fracture	20,650.00
28430	Treatment of ankle fracture	580.00
28435	Treatment of ankle fracture	3,790.00
28436	Treatment of ankle fracture	13,985.00
28445	Treat ankle fracture	13,985.00
28446	Osteochondral talus autograft	14,475.00
28450	Treat midfoot fracture each	580.00
28455	Treat midfoot fracture each	2,085.00
28456	Treat midfoot fracture	13,985.00
28465	Treat midfoot fracture each	13,985.00
28470	Treat metatarsal fracture	580.00
28475	Treat metatarsal fracture	1,030.00
28476	Treat metatarsal fracture	6,580.00
28485	Treat metatarsal fracture	13,985.00
28490	Treat big toe fracture	535.00
28495	Treat big toe fracture	580.00
28496	Treat big toe fracture	6,580.00
28505	Treat big toe fracture	6,580.00
28510	Treatment of toe fracture	420.00
28515	Treatment of toe fracture	760.00
28525	Treat toe fracture	6,580.00
28530	Treat sesamoid bone fracture	590.00
28531	Treat sesamoid bone fracture	13,985.00
28540	Treat foot dislocation	580.00
28545	Treat foot dislocation	8,995.00
28546	Treat foot dislocation	4,135.00
28555	Repair foot dislocation	13,985.00
28570	Treat foot dislocation	945.00
28575	Treat foot dislocation	6,580.00
28576	Treat foot dislocation	12,320.00
28585	Repair foot dislocation	9,645.00
28600	Treat foot dislocation	1,125.00
28605	Treat foot dislocation	4,340.00
28606	Treat foot dislocation	6,580.00
28615	Repair foot dislocation	13,985.00
28630	Treat toe dislocation	475.00
28635	Treat toe dislocation	3,790.00
28636	Treat toe dislocation	3,790.00
28645	Repair toe dislocation	6,580.00
28660	Treat toe dislocation	350.00
28665	Treat toe dislocation	1,075.00
28666	Treat toe dislocation	6,580.00
28675	Repair of toe dislocation	6,580.00
28705	Fusion of foot bones	27,695.00
28715	Fusion of foot bones	21,065.00
28725	Fusion of foot bones	26,050.00
28730	Fusion of foot bones	18,495.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
28735	Fusion of foot bones	19,635.00
28737	Revision of foot bones	18,925.00
28740	Fusion of foot bones	13,405.00
28750	Fusion of big toe joint	11,595.00
28755	Fusion of big toe joint	13,985.00
28760	Fusion of big toe joint	13,985.00
28805	Amputation thru metatarsal	5,205.00
28810	Amputation toe & metatarsal	6,580.00
28820	Amputation of toe	3,790.00
28825	Partial amputation of toe	3,790.00
28890	Hi enrgy eswt plantar fascia	2,085.00
29515	Application lower leg splint	230.00
29805	Shoulder arthroscopy dx	6,580.00
29806	Shoulder arthroscopy/surgery	13,985.00
29807	Shoulder arthroscopy/surgery	13,985.00
29819	Shoulder arthroscopy/surgery	6,580.00
29820	Shoulder arthroscopy/surgery	13,985.00
29821	Shoulder arthroscopy/surgery	6,580.00
29822	Shoulder arthroscopy/surgery	6,580.00
29823	Shoulder arthroscopy/surgery	6,580.00
29824	Shoulder arthroscopy/surgery	6,580.00
29825	Shoulder arthroscopy/surgery	6,580.00
29826	Shoulder arthroscopy/surgery	
29827	Arthroscop rotator cuff repr	13,985.00
29828	Arthroscopy biceps tenodesis	13,985.00
29830	Elbow arthroscopy	6,580.00
29834	Elbow arthroscopy/surgery	6,580.00
29835	Elbow arthroscopy/surgery	6,580.00
29836	Elbow arthroscopy/surgery	13,985.00
29837	Elbow arthroscopy/surgery	6,580.00
29838	Elbow arthroscopy/surgery	6,580.00
29840	Wrist arthroscopy	6,580.00
29843	Wrist arthroscopy/surgery	6,580.00
29844	Wrist arthroscopy/surgery	6,580.00
29845	Wrist arthroscopy/surgery	6,580.00
29846	Wrist arthroscopy/surgery	6,580.00
29847	Wrist arthroscopy/surgery	13,985.00
29848	Wrist endoscopy/surgery	3,790.00
29850	Knee arthroscopy/surgery	3,790.00
29851	Knee arthroscopy/surgery	3,790.00
29855	Tibial arthroscopy/surgery	13,065.00
29856	Tibial arthroscopy/surgery	17,570.00
29860	Hip arthroscopy dx	13,985.00
29861	Hip arthro w/fb removal	9,490.00
29862	Hip arthro w/debridement	13,985.00
29863	Hip arthro w/synovectomy	6,580.00
29866	Autgrft implnt knee w/scope	13,985.00
29867	Allgrft implnt knee w/scope	15,605.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
29868	Meniscal transpl knee w/scope	21,160.00
29870	Knee arthroscopy dx	6,580.00
29871	Knee arthroscopy/drainage	6,580.00
29873	Knee arthroscopy/surgery	6,580.00
29874	Knee arthroscopy/surgery	6,580.00
29875	Knee arthroscopy/surgery	6,580.00
29876	Knee arthroscopy/surgery	6,580.00
29877	Knee arthroscopy/surgery	6,580.00
29879	Knee arthroscopy/surgery	6,580.00
29880	Knee arthroscopy/surgery	6,580.00
29881	Knee arthroscopy/surgery	6,580.00
29882	Knee arthroscopy/surgery	6,580.00
29883	Knee arthroscopy/surgery	6,580.00
29884	Knee arthroscopy/surgery	6,580.00
29885	Knee arthroscopy/surgery	13,985.00
29886	Knee arthroscopy/surgery	6,580.00
29887	Knee arthroscopy/surgery	13,985.00
29888	Knee arthroscopy/surgery	13,985.00
29889	Knee arthroscopy/surgery	26,050.00
29891	Ankle arthroscopy/surgery	6,580.00
29892	Ankle arthroscopy/surgery	13,985.00
29893	Scope plantar fasciotomy	6,580.00
29894	Ankle arthroscopy/surgery	6,580.00
29895	Ankle arthroscopy/surgery	6,580.00
29897	Ankle arthroscopy/surgery	6,580.00
29898	Ankle arthroscopy/surgery	6,580.00
29899	Ankle arthroscopy/surgery	13,985.00
29900	Mcp joint arthroscopy dx	6,580.00
29901	Mcp joint arthroscopy surg	6,580.00
29902	Mcp joint arthroscopy surg	3,790.00
29904	Subtalar arthro w/fb rmvl	6,580.00
29905	Subtalar arthro w/exc	6,580.00
29906	Subtalar arthro w/déb	6,850.00
29907	Subtalar arthro w/fusion	26,050.00
29914	Hip arthro w/femoroplasty	13,985.00
29915	Hip arthro acetabuloplasty	13,985.00
29916	Hip arthro w/labral repair	13,985.00
35207	Repair blood vessel lesion	6,675.00
38220	Dx bone marrow aspirations	3,125.00
38221	Dx bone marrow biopsies	3,145.00
38222	Dx bone marrow bx & aspir	2,080.00
62267	Interdiscal perq aspir dx	1,535.00
64450	N block other peripheral	840.00
64455	N block inj plantar digit	380.00
64702	Revise finger/toe nerve	4,040.00
64704	Revise hand/foot nerve	4,040.00
64708	Revise arm/leg nerve	4,695.00
64712	Revision of sciatic nerve	7,790.00

BARRINGTON PAIN AND SPINE INSTITUTE
FEE SCHEDULE DEVELOPMENT

TABLE 1110.235(c)(9) CHARGE COMMITMENT

CPT	CPT Description	Recommended Fee
64713	Revision of arm nerve(s)	9,195.00
64714	Revise low back nerve(s)	9,395.00
64718	Revise ulnar nerve at elbow	4,040.00
64719	Revise ulnar nerve at wrist	4,040.00
64721	Carpal tunnel surgery	4,040.00
64722	Relieve pressure on nerve(s)	5,780.00
64726	Release foot/toe nerve	4,040.00
64774	Remove skin nerve lesion	4,690.00
64776	Remove digit nerve lesion	4,040.00
64782	Remove limb nerve lesion	4,040.00
64784	Remove nerve lesion	5,440.00
64786	Remove sciatic nerve lesion	10,450.00
64788	Remove skin nerve lesion	4,040.00
64790	Removal of nerve lesion	5,200.00
64792	Removal of nerve lesion	10,450.00
64831	Repair of digit nerve	10,450.00
64834	Repair of hand or foot nerve	10,450.00
64835	Repair of hand or foot nerve	10,450.00
64836	Repair of hand or foot nerve	10,450.00
64840	Repair of leg nerve	10,450.00
64856	Repair/transpose nerve	10,450.00
64857	Repair arm/leg nerve	10,450.00
64858	Repair sciatic nerve	10,450.00
G0413	Pelvic ring fracture uni/bil	2,480.00

August 6, 2018

**Providing Welcome,
Lasting Relief From**

- » Back & neck pain
- » Spinal & disc problems
- » Headaches
- » Worker's comp injuries
- » Muscle & joint pain
- » Sciatica
- » Myofascial pain
- » Shingles
- » Diabetic neuropathy
- » Arthritis pain
- » Complex regional pain syndrome
- » Sports injuries

**Proven Advanced
Interventional Care**

- » Precise diagnosis & treatment
- » Epidural, facet, nerve, sacroiliac, & other image-guided joint injections
- » Discography
- » Trigger point injections
- » Percutaneous discectomy
- » Vertebroplasty
- » Spinal cord stimulation
- » Radiofrequency lesioning
- » Sedation available

**Experienced, Caring &
Convenient**

- » Fellowship-trained in interventional pain management
- » Chicagoland's longest established multi-site pain practice
- » Most insurances accepted
- » Most procedures performed onsite
- » Compassionate doctors & staff
- » Timely reporting to referring physicians


Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Charge Commitment

Dear Vice Chair Sewell:

Pursuant to 77 Ill. Admin. Code § 110.1540 (g), I hereby commit that the attached charge schedule will not be increased, at a minimum, for the first two years of operation following the approval to add orthopedic and podiatric surgery to Barrington Pain and Spine Institute unless a permit is first obtained pursuant to 77 Ill. Admin. Code § 1110.310(a).

Sincerely,

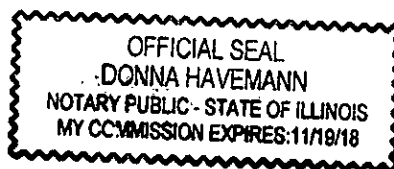


John W. Prunskis, M.D.
Manager
Barrington Pain and Spine Institute, L.L.C.

Subscribed and sworn to me
This 2 day of October, 2018



Notary Public



64486980.2

-135-

ATTACHMENT - 25G

**Section V, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery**

Criterion 1110.235(c)(10), Assurances

Attached at Attachment – 25H is a letter from Dr. Prunskis, certifying that a peer review program exists or will be implemented for ASTC services.

August 15, 2018

**Providing Welcome,
Lasting Relief From**

- » Back & neck pain
- » Spinal & disc problems
- » Headaches
- » Worker's comp injuries
- » Muscle & joint pain
- » Sciatica
- » Myofascial pain
- » Shingles
- » Diabetic neuropathy
- » Arthritis pain
- » Complex regional pain syndrome
- » Sports injuries

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

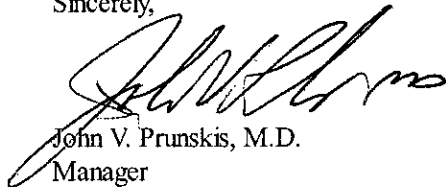
Dear Vice Chair Sewell:

Pursuant to 77 Ill. Admin. Code § 1110.235(c)(10), I hereby certify that a peer review program exists or will be implemented that evaluates whether patient outcomes are consistent with quality standards established by professional organizations for the ASTC services, and if outcomes do not meet or exceed those standards, that a quality improvement plan will be initiated.

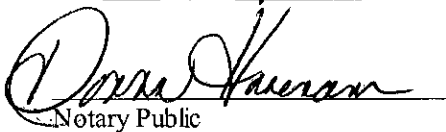
**Proven Advanced
Interventional Care**

- » Precise diagnosis & treatment
- » Epidural, facet, nerve, sacroiliac, & other image-guided joint injections
- » Discography
- » Trigger point injections
- » Percutaneous discectomy
- » Vertebroplasty
- » Spinal cord stimulation
- » Radiofrequency lesioning
- » Sedation available

Sincerely,


John V. Prunskis, M.D.
Manager
Barrington Pain and Spine Institute, L.L.C.

Subscribed and sworn to me
This 2 day of October, 2018


Notary Public

**Experienced, Caring &
Convenient**

- » Fellowship-trained in interventional pain management
- » Chicagoland's longest established multi-site pain practice
- » Most insurances accepted
- » Most procedures performed onsite
- » Compassionate doctors & staff
- » Timely reporting to referring physicians

64486980.3



Section VI, Availability of Funds
Criterion 1120.120

The project will be funded entirely with a line of credit from Wintrust. A copy of Wintrust's notarized letter, evidencing sufficient funds to finance the proposed project is attached as Attachment 34.

BARRINGTON BANK
& TRUST COMPANY, N.A.*
A WINTRUST COMMUNITY BANK

Richard H. Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Barrington Pain and Spine Institute LLC, (a/k/a Hart Road Pain and Spine Institute)

Dear Mr. Sewell:

Barrington Pain and Spine Institute LLC (a/k/a Hart Road Pain and Spine Institute), the "Company", has been a valued relationship of Barrington Bank & Trust, N.A., the "Bank", a wholly-owned Banking subsidiary of Wintrust Financial Corp., since 2012. The undersigned Relationship Manager has personally worked with the principals and the Company since 2010.

Wintrust Financial Corp. has more than \$28 billion in assets with more than 150 locations throughout the Chicago, southeast Wisconsin and northwest Indiana metropolitan areas providing comprehensive banking, brokerage, mortgage and wealth management services to the communities it serves.

The Company maintains a secured, \$1.0 million revolving line of credit for general corporate purposes inclusive of equipment purchases, other capital expenditures and short-term working capital needs. The line is available for expansion of services, space or equipment needs at their surgical center. The line is reviewed and renewed on an annual basis with interest only payments required monthly, if there is any usage on the line.

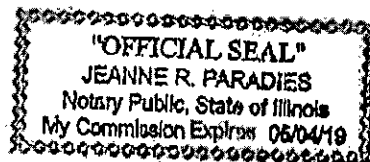
Wintrust engages in profitable yet safe lending. The process the Bank undertakes to extend credit to the Company is rigorous and ongoing. The Bank's lending policies include annual collection of the Company's financial statements and any other materials deemed necessary to gauge their financial strength and performance. The Company has been exemplary in the handling of its accounts and lending facility. All payments under their credit facility, if any required, have been made in a timely manner.

Please contact the undersigned with any additional questions you may have regarding our relationship with Barrington Pain and Spine Institute LLC.

Sincerely,



Roy Gibson | Vice President | Commercial Banking
Barrington Bank & Trust Company, N.A.
A WINTRUST COMMUNITY BANK
201 S. Hough Street, Barrington, IL 60010
☐ 847-755-2235 ☐ 847-507-8367 ☐ 630-594-7454 ☐ rgibson@wintrust.com



Jeanne R. Paradies
8/16/2018



201 South Hough Street, Barrington, Illinois 60010 | 847/847-4500
233 West Northwest Highway, Barrington, Illinois 600
www.barringtonbank.com

ATTACHMENT - 34

Section VII, 1120.130 Financial Viability
Financial Viability Waiver

This project is not for the establishment of a health care facility nor for the addition of a category of service. Therefore, based on technical assistance from the HFSRB staff, the Applicant was advised that it was not required to provide financial statements or financial viability ratios.

Section VII, Financial Viability
Criterion 1120.140 – Financial Viability Waiver

The project will be funded entirely with debt. A copy of BPSI's letter of credit, evidencing sufficient funds to finance the proposed project is attached as Attachment 36.

BARRINGTON BANK
& TRUST COMPANY, N.A.
A WINTRUST COMMUNITY BANK

Richard H. Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Barrington Pain and Spine Institute LLC, (a/k/a Hart Road Pain and Spine Institute)

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Barrington Pain and Spine Institute LLC (a/k/a Hart Road Pain and Spine Institute), the "Company", has been a valued relationship of Barrington Bank & Trust, N.A., the "Bank", a wholly-owned Banking subsidiary of Wintrust Financial Corp., since 2012. The undersigned Relationship Manager has personally worked with the principals and the Company since 2010.

Wintrust Financial Corp. has more than \$28 billion in assets with more than 150 locations throughout the Chicago, southeast Wisconsin and northwest Indiana metropolitan areas providing comprehensive banking, brokerage, mortgage and wealth management services to the communities it serves.

The Company maintains a secured, \$1.0 million revolving line of credit for general corporate purposes inclusive of equipment purchases, other capital expenditures and short-term working capital needs. The line is available for expansion of services, space or equipment needs at their surgical center. The line is reviewed and renewed on an annual basis with interest only payments required monthly, if there is any usage on the line.

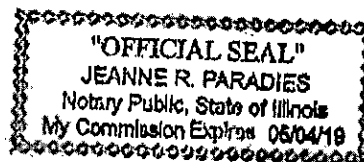
Wintrust engages in profitable yet safe lending. The process the Bank undertakes to extend credit to the Company is rigorous and ongoing. The Bank's lending policies include annual collection of the Company's financial statements and any other materials deemed necessary to gauge their financial strength and performance. The Company has been exemplary in the handling of its accounts and lending facility. All payments under their credit facility, if any required, have been made in a timely manner.

Please contact the undersigned with any additional questions you may have regarding our relationship with Barrington Pain and Spine Institute LLC.

Sincerely,



Roy Gibson | Vice President | Commercial Banking
Barrington Bank & Trust Company, N.A.
A WINTRUST COMMUNITY BANK
201 S. Hough Street, Barrington, IL 60010
□ 847-755-2235 □ 847-507-8367 □ 630-594-7454 rgibson@wintrust.com



Jeanne R. Paradies
8/16/2018



Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140(A), Reasonableness of Financing Arrangements

Attached at Attachment 37A is a letter from John V. Prunskis, M.D., manager of Barrington Pain and Spine Institute, L.L.C., attesting the total estimated project costs will be funded in total with a letter of credit.

August 6, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

**Providing Welcome,
Lasting Relief From**

- » Back & neck pain
- » Spinal & disc problems
- » Headaches
- » Worker's comp injuries
- » Muscle & joint pain
- » Sciatica
- » Myofascial pain
- » Shingles
- » Diabetic neuropathy
- » Arthritis pain
- » Complex regional pain syndrome
- » Sports injuries

**Proven Advanced
Interventional Care**

- » Precise diagnosis & treatment
- » Epidural, facet, nerve, sacroiliac, & other image-guided joint injections
- » Discography
- » Trigger point injections
- » Percutaneous discectomy
- » Vertebroplasty
- » Spinal cord stimulation
- » Radiofrequency lesioning
- » Sedation available

**Experienced, Caring &
Convenient**

- » Fellowship-trained in interventional pain management
- » Chicagoland's longest established multi-site pain practice
- » Most insurances accepted
- » Most procedures performed onsite
- » Compassionate doctors & staff
- » Timely reporting to referring physicians

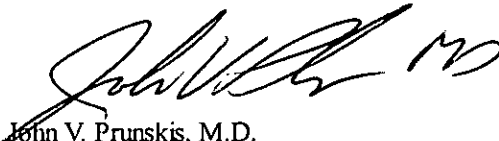
Re: Reasonableness of Financing Arrangements

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in part by borrowing because borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

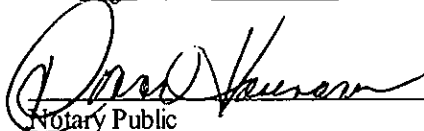
I further certify the pursuant to 77 Ill. Admin Code § 1120.140(b) that the selected form of debt financing for the project will be at the lowest net cost available.

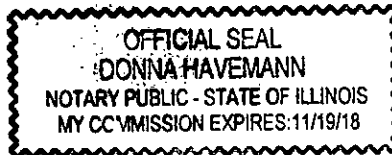
Sincerely,



John V. Prunskis, M.D.
Manager
Barrington Pain and Spine Institute, L.L.C.

Subscribed and sworn to me
This 2 day of October, 2018


Notary Public



64486980.2

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140C, Reasonableness of Project and Related Costs

1. The proposed project is for the addition of one surgical specialty to an existing ASTC. There will be no construction or modernization associated with the proposed project. Accordingly, this criterion is not applicable.
2. Table 1120.310(c) lists the equipment costs for the addition of spine surgery procedures.

Table 1120.310(c)			
	ASTC	State Standard	Above/Below State Standard
Equipment	\$800,000	\$504,437.05 per operating room (inflated at 3% per year until project achieves target utilization in 2015) $\$504,437.05 \times 1.03^6 \times 3 =$ $\$504,437.05 \times 1.194 \times 3 =$ \$1,513,311.16	Below State Standard

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140(B), Conditions of Debt Financing

The project will be funded entirely with a line of credit. A notarized letter from Wintrust, evidencing sufficient funds to finance the proposed project is attached as Attachment 36.

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140D, Projected Operating Costs

Operating Expenses (2018):	\$1,005,818
Procedures (2018):	2,490 procedures
Operating Expense per Procedure:	\$403.94 per procedure

Section VIII, Economic Feasibility Review Criteria
Criterion 1120.140E, Total Effect of Project on Capital Costs

Capital Costs (2018): \$80,591
Procedures (2018): 2,490 procedures
Capital Costs per Procedure: \$32.36 per procedure

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	23-24
2	Site Ownership	25-73
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	74-75
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	76-77
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6	Historic Preservation Act Requirements	79
7	Project and Sources of Funds Itemization	80
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9	Cost Space Requirements	81
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14	Size of the Project	90
15	Project Service Utilization	91-98
16	Unfinished or Shell Space	99
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	Service Specific:	
19	Medical Surgical Pediatrics, Obstetrics, ICU	
20	Comprehensive Physical Rehabilitation	
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26	Selected Organ Transplantation	
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28	Subacute Care Hospital Model	
29	Community-Based Residential Rehabilitation Center	
30	Long Term Acute Care Hospital	
31	Clinical Service Areas Other than Categories of Service	
32	Freestanding Emergency Center Medical Services	
33	Birth Center	
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34	Availability of Funds	138-139
35	Financial Waiver	140
36	Financial Viability	141-142
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38	Safety Net Impact Statement	146
39	Charity Care Information	147

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OCT 12 2018



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**HEALTH FACILITIES &
SERVICES REVIEW BOARD**
October 10, 2018

Anne M. Cooper
(312) 873-3606
(312) 819-1910 fax
acooper@polsinelli.com

FEDERAL EXPRESS

Michael Constantino
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: Application for Permit – Barrington Pain and Spine Institute, LLC

Dear Mr. Constantino:

I am writing on behalf of Barrington Pain and Spine Institute, LLC to submit the attached Application for Permit to add orthopedic and podiatric surgery procedures to its existing specialty ambulatory surgical treatment center located at 600 Hart Rd, Suite 300 Barrington, IL. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information;
5. Physician Referral Letter; and
6. Financial Viability Waiver.

Thank you for your time and consideration of Palos Health's application for permit. If you have any questions or need any additional information to complete your review of Palos Health's application for permit, please feel free to contact me.

Sincerely

Anne M. Cooper

Attachments